

General terms and condition

1. Subject-matter of the contract

The contract has as its object the services described in the signed offer and to which the client has adhered, relative to the driving experience on single-seater cars, GT cars or GT racing cars at the chosen racetrack. This form will be signed by the participant, meaning for it who will factually use one or more vehicles and independently from who has purchased the driving experience, that is the customer. The following conditions, therefore, will apply to the participant himself/herself and not to the customer who subscribed the commercial offer, in case these two subjects were different people.

2. Participation

Participation to the driving courses is valid only if the Puresport application forms have been filled in and returned or by filling out the online form. Participation is valid only if the application fee has been paid and the event has been confirmed by Puresport. Otherwise, Puresport will not consider the application valid and no place will be reserved. In case of an "Open Voucher" purchase, the client has 12 months time to benefit of the purchased services, considering dates and racetracks available (even those not purchased initially) on puresport.it in all its extensions. The client, however, takes note that Puresport doesn't guarantee a minimum number of annual events in a specific racetrack. The client, however, has the right to choose any racetrack or any vehicle, different from the ordered ones, between all the racetracks and all the vehicles present on the website. In this case, the price paid will be related to the new choice made and only in the case of higher price the client will have to pay the difference.

3. Services and performances

a) The application fee includes all the services described in the electronic or paper application form.

b) The participants can buy extra services such as on-board video camera car, guest service, etc. These services are offered in order to improve the performance that Puresport provides, but they are not part and parcel of the main services, which are the number of laps and the car chosen. E.g. if the video camera on-board did not work due to technical problems, it would not mean that the entire performance did not have a positive result but the negative outcome would be linked to the camera car service only and in this case Puresport would only refund the client for the amount of the onboard video. The video works when the camera records the entire driving session, from start to finish. Any malfunctions of the telemetry, for example, missing the speed data, rpm, gears ecc.. does not imply a refund of the service.

4. Payment

Payment of the entire application fee, indicated in the price-list in force when the participant signs on for the course, shall be made through bank transfer or credit card or other ways agreed before the beginning of the course (or in the ways otherwise expressed in the online subscription form).

The order number given at the time of the order itself must be indicated in the bank transfer. Payment must be made within 7 work days from the date of subscription. The date of subscription is the date when the form is sent.

5. Guests

Guests are welcomed to Puresport courses. After paying the entrance fee, the guests - even if only spectators - may benefit from the experience of the instructors in order to obtain driving tips and answers as long as they do not interfere with the course itself and they comply to the security procedures given, avoiding completely entering the racetrack over the boxes.

6. Organization of the course and division in classes

At the beginning of the course the participants will attend to the technical briefing hold by our driving instructors. Any information included in this briefing has an essential importance to be able to enjoy the experience in the best way.

After the briefing, our staff will call every participant by name for the experience bought and the laps included. Every participants shall accept and respect all the instructions given at the briefing and by our instructors in the car and during the driving session. If these rules will not be followed, our staff could interrupt the driving session of whom considered dangerous at the driving. In this case Puresport will refund the number of laps that the client has not done reduced of the amount for the costs that Puresport has sustained for the organization of the event, including the insurance chosen by the participant. The refund will take place within 15 days from the day of the event.

7. Liability

The participant is fully liable for the information supplied in the application form and for all other information Puresport or the people responsible for the driving course may request. The guidance and control of the instructors during the driving activities does not mean they or Puresport can be held responsible for mistakes the participant may make or for direct and indirect damages, to things and/or people, the participant may cause. Therefore, the participant is fully aware that the organizers, instructors, Puresport and the racetrack cannot be held responsible for any civil, penal and administrative fault resulting from his/her behavior and actions or omissions, except for what is laid down in section 8 below. The acknowledgment and acceptance of a full waiver of responsibility to Puresport, instructors and the racetrack also extends as a consequence to any accident, even if caused directly or indirectly by the activity and services ongoing on the racetrack out of the allowed spaces, including equipment or unlawful act by third party. The participant, therefore, declares to relieve however as broadly as possible, for himself and for his own successors to any legal extent, Puresport, the instructors and the hosting racetrack from any duty to pay to whoever, and therefore also to third parties or guests, or any other attendee any amount of money for compensations for damages, indemnities, refunds or for any other cause, resulting from claims of any type, nature and amount, caused by anyone and anyway, including companies themselves, their bodies, responsables, employees, workers and charged people, during the course the participant wants to do.

8. Damages to the vehicles

The participant is aware of and acknowledges that the user of the vehicles is responsible for all damages caused to the vehicles at the moment they occur.

Damages to the vehicles are both caused by the vehicles if they go off track and those caused by vehicles crashing. As concerns damages to vehicles, the organizer cannot therefore be held responsible because the sole person responsible is the user, except for the following cases:

a) **Formula vehicles (Formula 3, Formula 3 F308 Volkswagen, Formula Renault 2000, Formula 1, other single-seater vehicles with open wheels):** The client, after paying € 244 (optional), in addition to the base cost, will not have to pay any further repair costs on the vehicles, except for the deductible (franchigia) € 8,000.00 + VAT (eight thousands). Example: if the vehicle has damages that amount to € 10,000.00, if the client had paid the additional € 244 when signing up for the course, all damages shall be divided as follows: € 8,000.00 charged to client and € 2,000.00 paid by Puresport. The client who decides not to pay the additional fee will have to pay the damages he/she caused up to a maximum of € 20,000.00 + VAT (twenty thousands).

b) **GT vehicles - Gran Turismo road cars: Ferrari 488 GTB, Lamborghini Gallardo, Lamborghini Huracán, Ferrari 458 Italia, Porsche GT3 and other GT vehicles:** Driving a GT vehicle means that one of our instructors gives the participant all the technical and safety instructions while actually driving the car because the instructor is sat right by the participant in the vehicle. Hence, the client, even if paying only the participation costs, is not responsible for the repair costs of the vehicle in case of accident caused by the participant himself.

Regardless of what previously mentioned and the type of vehicle used, and therefore even if it's paid the additional fee of € 244 in case of Formula vehicles, the participant is aware of and acknowledges that he will be held responsible without restriction for any damages caused by himself in civil courts as well as criminal and administrative courts, in case he caused, for his severe negligence and/or non-compliance with the safety instructions given during the briefing, a damage of any entity to things and people, resulting from the use of vehicles mentioned. Events resulting from the full responsibility of the participant include, but are not limited to, any damage caused by the use of alcohol and drugs of any kind during the day of the event, the non-warming up of wheels in case of Formula vehicles, the non-compliance with the breaking point, the start of the vehicle without the authorization of the organization and of the racetrack commissioners, the non-compliance with the flags potentially shown during the lap, whose meaning are explained during the briefing, with particular attention to the Yellow flag (state of danger with consequent duty of slowdown and prohibition of overtaking), the Red flag (duty to stop in the pit-lane at the next lap and necessity of instant slowdown), the yellow flag with red stripes (duty of slowdown because of grip decrease of the road surface) and to any precise command of slowdown or stop of the vehicle received from the staff.

9. Place of the event

For safety reasons, Puresport courses take place only in racetracks and structures dedicated to driving activities, closed off to traffic and in some cases created inside great green spaces. In any case, the participant must respect all spaces, not throwing litter other than in the proper spaces and always complying with whatever communicated by the organizers for the protection of the environment and the spaces. The organization reserves to define the common spaces open both to public and guests, for safety reasons and other unquestionable reasons.

10. Participation requirements

By submitting this course, the participant declares under his/her own responsibility that he/she is in good health and has never been excluded from participating in any sport activity. If the participant knows of any health problems or illnesses that may compromise the health, hence participation to sport activities, he/she must inform Puresport before signing this form. In this case, Puresport may reserve the right to ask for a medical certificate for the application to be considered valid. The participant, by signing this form, also declares that he/she does not use any drugs and/or medications that may affect reflexes and physical performances in general.

11. Regulation and equipment

At the beginning of the course each participant shall be explained the program with the activities to follow. Each participant shall also receive a name badge.

All the participants must comply with the instructions given by the instructors and all Puresport personnel. All guests must also comply with the instructions given throughout the day while they are inside the race track.

- It is forbidden to drink alcohol (at least from the night before the course) before and during the driving sessions.
- It is forbidden to use mobile phones during all practical activities and the initial driving briefing.
- All participants must fasten their seatbelts during all driving activities, regardless of where and how they take place.
- All participants must fasten their helmet during all driving sessions, except for those racetracks where the helmet, with GT cars only, is not mandatory.
- All participants must always use the specific suit and shoes except for GT vehicles for which it is enough to wear trainers and a helmet.
- When there are free driving laps around the track, the participants must always comply with the regulations indicated in this document. Particularly, for the type of vehicles used during these courses, which do not require the presence of an instructor on board. Participants must always follow at any time the instructions given by the staff.

12. Driver's license

According to the level of the course and the type of application, the participant may take part in the driving sessions using the vehicles offered by Puresport. In any case, the participant must have a valid driver's license (License level B) which is current and also declares that there are no suspensive measures in place by the Authority.

13. Cancellation of the event

Puresport reserves the right to cancel the course if the number of participants does not reach the minimum required. The participants shall be informed 15 days before the date of the course and they will have the possibility to choose another date in the same racetrack or in another one, among the tracks available on the Puresport pricelist.

14. Customers' information and right of withdrawal

As per law D.Lgs. 185/99, Puresport informs that in case of private contracts, the client has the right to withdraw from the contract within 10 working days from the date of the order itself, without any explained reason. The withdrawal must be sent by written registered mail to our offices: Puresport Srl, via Galileo Galilei 15, 20856 Correzzana (MB), Italy. The sender has to write down the IBAN number, in order to be able to refund the total paid, deducted of a handling charge of € 50. In case of sales agreements with non-private clients, the parts acknowledge that each possible withdrawal condition, must be previously indicated in a specific written contract. It is agreed that each participant who does not come to the track the day of the event, will lose the right to repeat the event itself. Once received the date and time of the convocation (approximately 10 days before the event) it's not possible to make changes to the reservation, except for who purchased the "Date change option" service, better described in section 15 below.

15. "Date change option" service

With the purchase of this service the client has the right to an extension of the voucher from 12 to 18 months and can change the date up to 5 days before the event itself without explanation. The change is allowed only once. The client will be offered other dates and within 10 days will have to communicate to Puresport the chosen date, which will be definitive. It remains understood that in case the participant couldn't be on racetrack the day of the convocation, he will lose the right to repeat the event.

16. Variation of the date of the course

For organizational or safety reasons, for requests on behalf of the authorities, for problems with the race track or any other reason beyond one's control, Puresport reserves the right to cancel, change or postpone the date of the event. For any other reason, we intend not only an extraordinary meteorological event, but also eventual mechanical damages to the cars or its bodyworks that might occurred during and before the event itself and that could not be repaired in time for being able to continue the event. In this case, the participants shall have the right to participate another day choosing from the different options that Puresport will provide, taking from the calendar of dates and racetracks present on the website www.puresport.it. The postponement of the event does not give any right to the participant to claim for indemnities or refunds, costs related to the journey, hotels, extra laps etc... Upon receiving the date and arrival time for the event, it is no longer possible to make changes to your booking.

17. Changes to the schedule and stay on the racetrack (condition valid only for Formula schedules, not GT ones)

Puresport reserves the right not to accept clients for Formula events that will arrive late in respect of the schedule and this condition won't grant the client the right to refund, total or partial, of the price paid. The client, therefore, acknowledges from now on that for Formula vehicles the schedule starts with the driver's registration at 07.30 AM, unless Puresport gives a different indication, continuing until 09.00 AM with dressing; at 09.00 AM there is the technical briefing held in both English and Italian, until 10.15 AM approximately. During the briefing the driving technique will be explained and the vehicle, which will be used; at 10.15 AM track discovery on racetrack start, then at 10.45 AM the first group of driver is created and put in the vehicle; at 11.00 AM the group will enter the racetrack for the first driving session, which will last approximately 30 minutes. Meantime, the second group of drivers is prepared and it will drive from 11.45 AM to 12.15 PM. During the morning, it is expected to do two driving sessions, but much depends from the regularity of sessions. This means that some drivers may do their first session in the afternoon, from 14.30 PM to 15.00 PM. It is acknowledged from now on that the choice of the driving order is not casual and it is made by Puresport's staff depending on some physical parameters of people and in particular that of height, as well as that of quantity of laps to be done by everyone during the day. The client acknowledges from now on, even though these issues are treated also during the briefing, that it will be fundamental to heat the wheels first driving at moderate speed for the number of laps indicated, before going on with medium-high performances. The client also acknowledges that the aerodynamics of Formula vehicles has been studied for the racetrack both in dry and wet conditions. However, Puresport, depending on the weather conditions, reserves the right to postpone for one hour or even more the start of the Formula in case of rain. For this reason, the client acknowledges that it can be required the stay on the racetrack until 18.00 PM, even if in regular conditions the schedule plans the end of the entire event with the last pilots driving, when the date is full, at 16.00 PM. Whoever decides spontaneously not to drive that day will lose the right to retrieve the experience and any form of refund will be excluded. In case the conditions don't permit to finish the schedule, partially or totally, the organizer will offer some alternative dates for the retrieval of the laps not done. Even in this situation, the refund of the experience, total or partial, is not possible.

19. Applicable law and competent court

The applicable law is the Italian law and the only competent court for any controversy that should arise out of this contract, with expressed exclusion of all other courts, is that of Milan.

I declare that I accept these terms and conditions without any exceptions.

Name and Family Name _____ Date of Birth _____

Place of birth _____

SIGNATURE _____ 

As per articles 1341-1342 c.c., the undersigned declares that he/she has carefully read this contract and explicitly approves sections 1 (Subject-matter of the contract), 2 (Participation), 3 (Services and performances), 4 (Payment), 5 (Guests), 6 (Organizations of the course and division in classes), 7 (Liability), 8 a)b) (Damages to the vehicles), 10 (Participation requirements), 11 (Regulation and equipment), 12 (Driver's license), 13 (Cancellation of the event), 14 (Customers' information and right of withdrawal), 16 (Variation of the date and the course), 17 (Changes to the schedule and stay on the racetrack).

Place of birth _____ date of birth _____

SIGNATURE _____ 