

General Terms and Conditions

1. Performance

Passo Turismo organises tours with classic cars for people who drive the provided cars themselves as well as for people who drive their own classic cars. The extent of the tour performances is described in detail in the programme and in the individual offers. Passo Turismo reserves the right to make alterations to individual tour arrangements which become necessary after the conclusion of the tour agreement and which do not call the whole character of the tour into question. Passo Turismo will make every effort to allocate the provided veteran cars according to the requests of the participants of the tour. However, claims to specific vehicles cannot be made.

2. Minimum age requirement

Participants who wish to drive one of the classic vehicles themselves must be at least 25 years old on the day that the tour begins. Furthermore, they must also have been in possession of a Class B driving licence for at least 5 years. All EU driving licences are recognised including driving licences which are of an equal status.

3. Registration/Payment

With his registration, the tour participant enters into a binding agreement with Passo Turismo for the conclusion of a tour agreement for himself as well as for all listed fellow tour participants. The agreement is considered as effective after it has been accepted by Passo Turismo. After the agreement has been finalised, the tour participant will receive a confirmation of the tour from Passo Turismo. Participants are required to pay 20% of the total tour price upon registering, and Passo Turismo must be in possession of the remainder no later than four weeks before the tour begins. Upon receiving the first instalment of the total tour price, Passo Turismo will give the participant a security certificate as provided for in Section 651 k of the German Civil Code BGB. Upon registering, participants will be informed on the methods of payment.

4. Liability of the tour operator

Passo Turismo is liable for the correctness of the announced tour services as well as for carrying out the tour in a reliable manner and within the scope of its obligation to exercise the due care of a prudent business man. Any transport arrangements with outside service providers (e.g. coach, shuttle) are subject to the conditions of the respective operator. In the event that a tour is cancelled due to force majeure, Passo Turismo reserves the right to claim a reasonable compensation for the services rendered or for services required to end the tour. The contractual liability of Passo Turismo for damages which do not include physical damages is limited to the threefold amount of the tour price insofar as the damage has neither been caused by intent nor by gross negligence or insofar as Passo Turismo is solely responsible for the damage occurring to the tour participant which has been caused by a fault of a provider of performances. In the case of property damage for all claims for damages asserted against Passo Turismo resulting from unlawful acts which have not been caused by intent or gross negligence, Passo Turismo is liable for amounts for up to the threefold amount of the tour price. This maximum liability limit applies for each tour participant and tour respectively. Passo Turismo does not accept liability for defective performance which has only been arranged as outside performances and which have been expressly designated as such in the tour description. In this regard, claims for damages against Passo Turismo are excluded. Insofar as Passo Turismo is the performing agent in other cases, the company is liable according to the legal provisions applying to these. In the event of defects in performance, the tour participant is responsible for helping to avoid or reduce the potential damages. The tour participant is especially responsible for immediately informing the local tour manager of his

complaints. The tour manager is authorised to take corrective action whenever possible. Should a tour participant culpably abstain from reporting a defect, a claim for a reduction shall not be given.

5. Liability of the tour participant

The tour participant undertakes the tour at his own risk. He shall be instructed in the use of the vehicles, and he is responsible himself for observing the road code and all legal conditions. The tour participant is responsible for accidents and other damages to the vehicles of Passo Turismo which have been caused by him up to the amount of the insured loss which is to be borne by the insured (EUR 1,000.- per damaging event, unless otherwise agreed); this does not affect a private liability towards third parties. The tour participant is fully liable insofar as the damage has been caused through intent and/or gross negligence or the damage has arisen through alcohol or drug-related incapability to drive, or in the event of hit-and-run driving or of a provable incorrect use of the Passo Turismo vehicle(s).

6. Withdrawal of the client from the tour agreement/Alterations

Passo Turismo recommends that you take out an insurance covering the withdrawal from a tour agreement. If you withdraw up to the 90th day before the tour begins, a processing fee of 150 euro will apply, and after this date 60% of the confirmed tour price will be due. In the event of a withdrawal from the 14th day before the tour begins, a withdrawal charge of 90% will be due. The participant withdrawing from the tour is free to prove that Passo Turismo has suffered no damage or substantially less damage than the flat rate demanded by the company. Passo Turismo can refuse a replacement for cause (e.g. an insufficient availability of two single rooms instead of a room with twin beds). No refund will be given for performances which have not been used, this especially applies to the participant not arriving on time at the begin of the tour or for his premature departure. In this event, Passo Turismo reserves the right to separately invoice any costs which should arise (e.g. for an additional transfer).

7. Withdrawal of the tour operator from the agreement

Passo Turismo is entitled to cancel the tour agreement without observing a termination period if the conduct of the tour is being continuously disturbed by the tour participant or if an ongoing incorrect use of the Passo Turismo vehicles has been established. Possible additional costs for the return trip shall be borne by the excluded tour participant. Passo Turismo reserves the right to claim the full tour price. Passo Turismo is entitled to cancel a tour agreement up to four weeks before the begin of the tour if with consideration for all options a continuation of the tour cannot be reasonably expected of Passo Turismo because the costs arising by continuing the tour would exceed the limit of the economic sacrifice related to the tour insofar as Passo Turismo bears no responsibility for the circumstances leading to the cancellation of the tour and the company can prove these circumstances and has offered the tour participants a replacement tour of equal value. If the tour is cancelled for this reason without the tour participant asserting claims for a replacement performance, then he will be given an immediate refund of the paid tour price.

8. Safety

Passo Turismo routes are carefully chosen secondary roads. Short distances on roads with higher traffic volumes are possible. The vehicles used by Passo Turismo are regularly maintained by specialists and are in excellent condition. They comply with the legal regulations in all aspects. Tour management will make every effort to conduct the Passo Turismo tour to the complete satisfaction of all tour participants. All tour participants who will be driving a Passo Turismo

vehicle are responsible for taking part in the instructions in the use of the vehicles. Instructions given by the tour management to the tour participants are to be considered as being binding.

9. Insurance

The tour price includes a third-party insurance, a comprehensive coverage policy with the amount of the insured loss to be borne by the insured equalling EUR 2,500.00 (unless otherwise agreed) as well as a passenger accident insurance. In the case of a damage event, the tour management must be informed immediately. The conditions of the insurance contract can be inspected by the tour participant at the registered office of Passo Turismo. The tour price does not include the transfer of travel luggage and the cost of the insurance for withdrawing from the tour. Passo Turismo recommends that such an insurance be taken out. If required, the company will make arrangements for such an insurance.

10. General conditions

Claims against Passo Turismo must be made in writing at the registered office of the operator within one month after the end of the tour. After this period has expired, the tour participant can only assert claims if through no fault of his own he has been prevented from observing the specified period. Contractual claims for damages come under the statute of limitations two years after the end of the tour. Passo Turismo will inform the citizens taking part in the tour of the country in which the tour is being offered on the regulations concerning passports, visa and health requirements as well as on any possible changes to the begin of the tour. The tour participant is responsible himself for observing all important regulations regarding the conduct of the tour. All disadvantages, especially regarding the payment of withdrawal costs, which arise from the non-observance of these regulations will be borne by the tour participant with the exception of those which are attributable to wrong information being given by Passo Turismo or to the failure of Passo Turismo to provide information. The tour price does not include the cost of petrol, parking, tolls and traffic tickets (monetary fines). To take effect, verbal agreements must be confirmed in writing. The tour participant can only take legal action against Passo Turismo at the company's registered office. The place of residence of the tour participant shall apply for legal action taken by Passo Turismo unless the legal action is taken against fully qualified merchants or people who have moved their place of residence or their abode to another country or whose place of residence or abode is not known at the time that legal action is being taken. In these cases, the registered office of Passo Turismo shall apply.

11. GPS-Tracking

Some vehicles used during Passo Turismo tours are fitted with GPS tracking units. Utilized vehicles may, and can, be tracked by Passo Turismo at any time during a tour.

12. Survival clause

Should any individual provision of this tour agreement be unenforceable, the validity of the remaining provisions hereof shall in no way be affected.

Passo Turismo GmbH
Amtsgericht München, HRB 181855
Office: Kirchenstraße 88, 81675 Munich
Headquarters: Elsässerstraße 32, 81667 Munich
Managing Directors: Lars Eise

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