The Automobile Club de l’Ouest (hereafter referred to as “the ACO”), an association under the law of 1901, registered under SIREN number 775 652 316, with its registered office located at Circuit des 24 Heures, CS21918, 72019 LE MANS CEDEX 2, offers its members a range of paid services and benefits related to the use of motorised land vehicles, activities arising therefrom and the organisation of dedicated events.

1. PURPOSE
These General Terms and Conditions of Sale (hereafter referred to as the “T&Cs”) apply to the contractual relationship between the ACO and its members (hereafter referred to as “Member(s)”) who wish to benefit from the services offered by the ACO. Membership of the ACO therefore entails the Member’s express, full and unreserved acceptance of these General Terms and Conditions of Sale, which the Member has read before joining the ACO.

2. DEFINITION OF A MEMBER
A Member is a person who has joined the ACO and is identified by name on the membership form and membership card as defined in Article 4 below.

3. DATE OF EFFECT AND DURATION OF MEMBERSHIP
Membership will take effect 24 (twenty-four) hours after the date of membership application, for a period of one year. The holding of FFSA and FFM sports licenses shall end on the same date as the sports license, i.e. on 31 December of the licence’s year of validity. Without prejudice to the provisions of the ACO’s Articles of Association, membership shall be tacitly renewed unless one of the parties terminates it by registered letter with acknowledgement of receipt no later than 1 (one) month before the expiry date.

4. MEMBERSHIP CARD
After joining, the Member will be given a non-transferable, personal card indicating their first and last name. This card will entitle the Member to the services provided for in the membership package and to any additional services that s/he may have signed up to. In the event of loss or theft of this card, the cardholder must notify ACO Member Services as soon as possible. This declaration must be confirmed by any means, the burden of proof being incumbent on the Member. A new card may then be issued and the Member will retain all previously acquired benefits, less any benefits already used, for the remainder of the membership year.

5. MEMBER’S RIGHTS
5.1 Recipient of Membership Services
The person receiving the benefits of membership is the Member, to the exclusion of any other person.
5.2 “40 Million Motorists” associate Membership Status
Membership gives the Member the right to benefit, free of charge, from the status of associate member of the association “40 Million Motorists” (40 Millions d’Automobilistes). If the Member wishes to relinquish this status, s/he simply needs to indicate this in a letter addressed to the ACO’s Member Services Department, by telephone on +33 (0)2 43 40 50 60 or by e-mail to clubaco@lemans.org.

5.3 Conditions for the validity of rights and benefits relating to races
Rights and benefits relating to sporting events and in particular to ticketing for such events: the Member acknowledges that s/he has been informed that the rights and benefits relating to membership concern only one edition of each event concerned by their membership. The Member may not therefore benefit, during each year of membership, from the same rights for two different editions of the same event (for example: the Member may not benefit from the rights and benefits for the 24 Hours of Le Mans in year Y if he has already benefited from those rights and benefits in the preceding year (Y-1), corresponding to the year of subscription or renewal of membership).

5.4 Conditions for the application of membership guarantees
The Member may only benefit from the coverage associated with membership under the conditions and within the limits established for that coverage, as specified in the informative note “Legal Protection for Members of the Automobile Club de l’Ouest” and in the “Automobile Club de l’Ouest Assistance Agreement”.

6. MEMBER’S OBLIGATIONS
The Member agrees to make accurate and sincere declarations when signing up to membership. Furthermore, s/he agrees, throughout the duration of their membership, to inform the ACO Member Service by any means, the burden of proof being incumbent on the Member, as applicable, of any change to their situation that could modify, directly or indirectly, the conditions of their membership of the ACO. Consequently, the Member must declare, without this list being exhaustive, any change of residence, family status, transfer of ownership or destruction of a vehicle covered by the membership, as well as any change of bank account in the event of payment by direct debit. Any breach by the Member of this obligation to inform the ACO may result in the Member losing all or part of the rights and benefits associated with membership without this in any way being grounds for compensation or reimbursement to the Member or a third party.

7. PAYMENT PRICE AND TERMS THEREOF
The applicable membership fee is that in effect at the time of joining. It is expressed in Euro, inclusive of tax, and takes into account the VAT applicable on the day of membership. The spouse, cohabitant, civil partner, as well as the fiscally dependent children of a Member may benefit, for a period of three (3) months from the date of effect of the Member’s membership, from a preferential rate of 50% on ACO membership at the full rate excluding additional service(s), as long as they can prove their status by presenting an official document bearing the same address as the Member and/or that they are attached to the Member’s tax household.
Payment for membership can be made:
- in full on the first day of membership, in cash, by credit or debit card, bank transfer, gift voucher (nominate, non-transferable, indivisible, non-refundable and cannot be exchanged for cash, in full or in part);
- by monthly or annual debit from the Member’s bank or postal account. For implementation of a SEPA Direct Debit, the Member must sign a SEPA Direct Debit Mandate and send it to the ACO together with a RIB or RIP (bank details). The ACO will be responsible for setting up the direct debit and will keep the direct debit mandate. The monthly direct debit will then correspond to 1/12th of the annual membership fee, and the annual direct debit to the annual membership fee in full.

Any change in the Member’s bank and/or account number must be notified. The Member must send a new SEPA Direct Debit Mandate, completed and signed, together with a bank account number or RIB or RIP, by post to the ACO Member Service. Where a monthly debit is rejected without any information from the Member, the amount of the rejected debit will be included in the subsequent instalment. If two rejections (consecutive or not) are recorded, the Member will no longer be able to pay by direct debit and the full amount of the membership fee or the balance due will become immediately payable.

If the Member wishes to revoke the direct debit authorisation given, it must inform the ACO by registered letter with acknowledgement of receipt. This revocation may be made at any time. The Member shall also inform its bank of the revocation of this direct debit authorisation, indicating the RUM (unique mandate reference) indicated in the direct debit mandate.

8. NON-PAYMENT
In the event of non-payment in full or in part of the membership fee (excluding technical incidents not attributable to the Member), the ACO, after sending a reminder by registered letter with acknowledgement of receipt that has gone unheeded for 15 (fifteen) days, shall suspend the membership and related services that the Member has signed up to until full payment has been received from the Member. If payment is not made within 30 days of the date of the letter sent to the Member, the ACO shall be entitled to terminate the membership. In this situation, the Member, who may therefore no longer claim any of the rights and services arising from the terminated agreement, shall in any event remain liable for payment of all sums due to the ACO without being able to claim any reimbursement or compensation whatsoever.

The ACO may require the Member to reimburse the ACO for all bank charges and ancillary costs incurred by the ACO, particularly those resulting from the rejection of monthly debits. Finally, the ACO would be entitled to obtain from the Member the reimbursement of any benefits, services, offers, discounts, etc., obtained by the Member, by virtue of their membership status, during the contractual year for which payment of their membership has not been made in whole or in part.

9. COOLING-OFF PERIOD
Members who have signed up remotely (via the ACO website, by telephone or e-mail) or off-site, will benefit from a cooling-off period of 14 (fourteen) calendar days from the date of subscription.

If the Member wishes to exercise this right of withdrawal, s/he must, before the expiry of the cooling-off period, send the ACO the standard withdrawal form (appearing below these T&Cs) duly completed and signed, or any other unambiguous written statement expressing their wish to withdraw. In accordance with Article L.221-24 of the French Consumer Code, the Member will then be reimbursed within 14 days of the date on which s/he informed the ACO of their decision to withdraw, unless a delay can be justified. The ACO will make the refund using the same means of payment as that used by the Member at the time of payment, unless the Member agrees to a different means of payment. In any event, this reimbursement shall not incur any costs for the Member. However, this right of withdrawal may no longer be exercised if the Member has requested the commencement of performance of a service before the expiry of the cooling-off period.

10. SPONSORSHIP
The Member may sponsor any third party upon request. The request must include the name, first name, address, telephone number and e-mail of the sponsor and of the mentee, and the Member number of the sponsor. The Member who has sponsored an individual (excluding their spouse, partner, civil partner or fiscally dependent children) who has never previously been a member of the ACO or has not been a member for at least five years at the date of the request, shall benefit from the advantages linked to sponsorship. The benefits linked to sponsorship are those in effect at the time of sponsorship and will only be granted once membership of the mentee presented by the Member has been validated, at the preferential rate applicable at the time of sponsorship.

11. TERMINATION OF MEMBERSHIP
In addition to the cases where Members can be excluded, provided for in the ACO’s Articles of Association, in particular in the event of the Member’s failure to comply with said Articles, the ACO, in the event of the Member’s total or partial failure to comply with their payment obligation, may immediately and ex officio, after formal notice to pay within a period of 30 days which has gone unheeded, terminate the Member’s membership agreement, without the Member being able to claim any reimbursement or compensation whatsoever.

In the event of the Member’s death, the membership will end on the day of death, and the contract will be terminated immediately and ex officio. The surviving spouse or the heirs of the deceased Member, after notifying the ACO of the death, may request a refund on a prorata temporis basis of the amount of the membership already paid for the period from the day after the death to the date on which the membership expires. In the event of a payment made by monthly debits, the ACO will stop these debits as of the notification of the Member’s death by the surviving spouse or their heirs, subject to payment of the amount of the membership due between the date of effect of the membership or its renewal and the date of death.

12. FORCE MAJEURE
The performance by the ACO of all or part of its obligations towards the Member shall be suspended, delayed or modified in the event of force majeure as defined by Article 1218 of the Civil Code.
Code and on the basis of French case law. In these circumstances, the Member may not demand the payment of penalties, damages or interest for any non-performance whatsoever.

The ACO agrees to inform the Member as soon as possible of the occurrence of a case of force majeure.

If the case of force majeure results in the suspension of the performance of services linked to membership for a period of more than sixty (60) days, the ACO may, as compensation, extend the contract of the aggrieved Member for a period equal to that of the suspension.

13. PROTECTION OF PERSONAL DATA AND NON-DISCLOSURE OF INFORMATION

Reminder: Members’ personal data is processed by the ACO in accordance with the French data protection act of 6 January 1978, and in accordance with the General Data Protection Regulation No. 2016/679.

The Member is hereby informed that their personal data is necessary for the consideration and management of their membership application and for the performance of the related services. This data may be disclosed to the ACO’s service providers, subcontractors and insurers for the performance of the services provided by the latter.

It may also be used by the ACO to send information and commercial offers, when the Member has expressly consented to this.

The data shall be kept for the time required to administer membership and to perform the services related thereto, and in accordance with the applicable statutory limitation periods.

In accordance with applicable law, the Member is informed that s/he has the right to access, rectify and delete data concerning them, the right to limit the processing of data concerning them and the right to the portability of their data. To exercise these rights, the Member must send their request, accompanied by a copy of both sides of their identity document, to the ACO - Service Membres - Circuit des 24 Heures - 72019 Le Mans Cedex 2 or to the following e-mail address: dpo@lemans.org. For requests for information concerning the use of their personal data, the Member may contact the ACO at the above-mentioned addresses or consult the ACO’s Personal Data Protection Policy on the www.lemans.org website.

14. INTELLECTUAL PROPERTY

The Member agrees not to register, in any territory whatsoever and in any class whatsoever, any trademarks comprising in whole or in part any of the trademarks owned by the ACO.

The Member agrees not to use and not to harm in any way whatsoever the trademarks, logos, graphics and drawings owned by the ACO and in particular their value or reputation and that of the ACO and its subsidiaries.

The Member is also prohibited from exploiting the image of the ACO and its subsidiaries, including the image of sporting events organised or co-organised by the ACO, for any purpose or use whatsoever. In particular, the Member is prohibited from producing any product (including products for informative purposes only) that makes reference to the ACO or its subsidiaries’ brands and image.

15. MODIFICATION OF THESE T&Cs

As the T&Cs may be subject to change, the applicable conditions are those in force at the date the member signed up.

16. PARTIAL INVALIDITY

If one or more provisions of these General Terms and Conditions of Sale is deemed unlawful or null and void, this nullity shall not result in the nullity of the other provisions of these General Terms and Conditions of Sale.

Any tolerance or waiver on the part of the ACO in the application of all or part of the clauses of the T&Cs, whatever the date, frequency or duration, shall not, in the absence of a written agreement to that effect, constitute a modification of the T&Cs or generate or obstruct any right whatsoever.

17. APPLICABLE LAW AND JURISDICTION

These General Terms and Conditions of Sale are subject in all respects to French law.

The ACO and the Member shall do all possible to amicably resolve any dispute arising in connection with the interpretation or performance of these T&Cs. The Member is informed that s/he may go to mediation for consumer disputes relating to a purchase made from the ACO. In accordance with the provisions relating to mediation, any consumer dispute must, prior to any request for mediation, be notified in writing to the ACO Member Service at the address of its registered office or by e-mail to clubaco@lemans.org.

If the dispute cannot be resolved amicably, including by mediation, it shall be submitted to the jurisdiction of one of the territorially competent courts under the Code of Civil Procedure or, if the Member brings the matter before it, to the court having jurisdiction over the place where the Member was residing when the contract was signed or the harmful event occurred.

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**OPT-OUT FORM**

For the attention of AUTOMOBILE CLUB DE L’OUEST, Service Membres, Circuit des 24 Heures, CS21928, 72019 LE MANS Cedex 2, mail:clubaco@lemans.org

I hereby notify you of my withdrawal from the contract for the provision of services below:

Name of the membership package acquired:

Date of membership application:

Member’s name:

Member’s address:

Date:

Member’s signature (only if this form is submitted on paper):
**General Terms and Conditions of Sale – ACO Membership Add-on Packages**

These General Terms and Conditions of Sale, hereafter referred to as the “T&Cs”, are concluded between the Automobile Club de l’Ouest (hereafter referred to as the “ACO”), an association under the French law of 1901, registered under the SIREN number 775 652 316, with its registered office at Circuit des 24 Heures, 72019 Le Mans Cedex 2, and any non-professional natural person who is a Member of the ACO (hereafter referred to as “the Member”) placing an order for a “Product” either via their personal ACO account on https://account.lemans.org, or by signing and returning the order form (hereafter referred to as “the Order Form”) sent as part of their membership subscription or membership renewal, or by calling the Member Service on +33 (0)2.43.40.50.60 (hereafter referred to as “the Customer”).

**Article 1: Purpose**

The purpose of these T&Cs is to define the contractual relationship between the ACO and the Customer and the conditions applicable to any purchase of products or services offered at the following address https://account.lemans.org or on the Order Form (hereafter the “Products”) made by the Member.

The purchase of the Product implies unreserved acceptance by the Customer of the T&Cs, which the Customer acknowledges having read prior to placing the order.

The Customer declares that s/he is legally capable of entering into a purchase agreement for the products offered by the ACO.

The ACO reserves the right to modify the T&Cs at any time, in order to comply with any new regulation, to improve the use of its website https://account.lemans.org or for any other reason at its discretion. The applicable conditions will therefore be those in force at the date on which the Customer places their order.

**Article 2: Products**

2.1 Plaques – Fan Wall

These plaques (hereafter referred to as the “Plaques”) are available on the website https://account.lemans.org and on the Order Form sent to Members.

Any ACO Member may only purchase a single Plaque.

The original Plaques are designed to be placed on one or more of the Le Mans Circuit Grandstands (hereafter referred to as the “Fan Wall”) up until 31 December 2024.

However, the ACO reserves the right to withdraw the Fan Wall Plaque in the event of loss of membership for any reason whatsoever, including failure to renew within 3 months of the expiry of membership.

On 31 December 2024, the ACO reserves the right to remove the Plaque from the Fan Wall and to offer to renew the Plaque on the Fan Wall subject to new conditions (prices, etc.).

Replicas ordered in addition to the original plaques will be delivered under the conditions specified in Article 7 of these T&Cs.

Plaques are engraved with the Customer’s first and last name, the first year of their membership, and a number assigned at the discretion of the ACO at the time of the Customer’s order.

They come in three (3) different colours, selected at the discretion of the ACO when the Customer places the order.

The Plaque is presented on the website https://account.lemans.org with a description of its main characteristics (size, use, composition, etc.).

The information provided on the Plaque, along with the photographs, videos and animations, is indicative.

The ACO shall not be held liable for any errors in this information. The ACO undertakes to make every effort to correct any errors or omissions that are brought to its attention as quickly as possible.

Information on product availability indicated on the website https://account.lemans.org is given as an indication only and may not be invoked against the ACO.

Despite the care taken by the ACO, the Plaque may become unavailable between the time the order is placed and the time of delivery. In this case, the ACO shall refund the sums paid by the Customer at the latest within 14 days of the date on which the order was cancelled.

Despite the care taken by the ACO over the upkeep of the Plaques, the ACO cannot be held liable for any damage or theft. The ACO shall make every effort to restore or replace the Plaque on the Fan Wall.

2.2 Club Track Days

Club Track Days (hereafter referred to as Track Days) are proposed on https://account.lemans.org at the prices stated on the website. These Track Days take place on the Bugatti circuit and are exclusively reserved for fully paid-up ACO Members aged 18 years or over who hold a valid driving licence (hereafter referred to as “the Participants”).

Vehicles allowed to participate in Track Days are motor cars that have been in circulation for at least 30 years and weighing, according to the vehicle registration document, from 800 to 1800 kg, with a towing hook and a muffler and comply with the technical and safety rules laid down by the Fédération Française de Sport Automobile (FFSA).

The use of racing or semi-slick tyres is prohibited.

All “convertible”-type vehicles must be equipped with roll bars as per the manufacturer’s standards and must run with the roof closed on the circuit.

Registration will be effective once the ACO has received a duly completed and signed reservation form following acceptance of the vehicle by the ACO, subject to availability. Participants in Track Days are required to comply with the Le Mans Circuits code of conduct and with rules laid down by the ACO’s Track Department.

Any conduct violating the rules may result in the Participant being excluded from the Track Day. The registration fee will not be refunded in this case.

Any Member presenting a valid ACO membership card can gain admission to the Bugatti circuit free of charge.

version of March 13, 2022
A Member participating in the Track Day with a vintage car may be accompanied by a modern or classic car for assistance purposes. An admission fee applies for all other vehicles.

The terms and conditions of participation (Track Day timetable and administrative and other procedures) will be given to the Participant when registration is confirmed. Bookings cancelled at least five days before the track day will be credited to the ACO member account.

Bookings cancelled less than five days before the track day are non-refundable.

Article 6 of the present Terms and Conditions of Sale does not apply to track days.

2.3 Other Products

Goods or services are available on https://account.lemans.org and on the Order Form sent to Members.

These goods or services may be offered to the Customer either as a package comprising one or more goods and/or services (hereafter the “Package”) or individually.

The Products are presented on the website https://account.lemans.org with a description of their main conditions and/or characteristics (duration of use, associated services, size, composition, etc.).

The use of certain Products requires the download of the 24H-LeMans application, for which a fee is charged.

The information provided on the Products, along with the photographs, videos and animations, is indicative.

The ACO shall not be held liable for any errors in this information. The ACO undertakes to make every effort to correct any errors or omissions that are brought to its attention as quickly as possible.

Information on product availability indicated on the website https://account.lemans.org is given as an indication only and may not be invoked against the ACO.

Article 3: Prices

The prices of the Products are indicated in Euro, inclusive of tax, using the VAT rate applicable on the day of the order, and exclusive of the eco-contribution and preparation and shipping costs. The ACO reserves the right to change its prices at any time. However, the Products will be invoiced on the basis of the prices in force at the time of order confirmation.

For all orders, delivery charges, as applied by the postal service and/or shipping company, shall be charged in addition to the price of the Product.

Any change in the VAT rate shall be reflected in the price of the Products.

Article 4: Order

The Customer can place orders directly via their personal Member account. The Customer can click on the logo describing the Product to add the Product to their shopping cart, then tick the option “I accept the T&Cs” in the order summary to confirm that s/he has read and unreservedly accepts the T&Cs in full. The Customer can then click on “Confirm” on the order summary page to confirm their order.

In the event of an order placed with the Member Service by telephone or by post, the Customer will receive acknowledgement of receipt at the e-mail address that s/he provided, or at their postal address.

The order will only be confirmed after receipt of the letter by the ACO.

The ACO will make every effort to process all orders but reserves the right to refuse orders from a Customer with whom there is a dispute.

Article 5: Payment/Invoicing

Orders are exclusively paid for in Euro.

In the event of an order for delivery to a country outside mainland France, the Customer is deemed to be the importer of the Product(s) concerned. Customs duties or other local taxes, import duties or state taxes may apply. These taxes and duties are not the liability of the ACO. They shall be borne by the Customer and are their sole liability, in terms of declaration and payment to the authorities and/or competent bodies in the Customer’s country.

Online payment

Full payment is due at the time of the order.

Payment is made by bank card or gift voucher when ordering online. Only Visa, Eurocard, MasterCard and American Express are accepted by the ACO. The Customer warrants that s/he is fully entitled to use the bank card and that the bank card provides access to sufficient funds to cover all costs resulting from the order. The Customer’s bank account shall be debited after order confirmation sent by the ACO.

The gift voucher is nominative, non-transferable, indivisible, non-refundable and cannot be exchanged for cash, in full or in part.

Action against bank card fraud

The ACO reserves the right to check the personal data provided by the Customer and to take all measures deemed necessary to verify that the person whose bank account is debited is the person who placed the order, in order to avoid any fraudulent payment. This verification may involve a request for proof of identity and/or residence and/or bank documents (RIB). If the Customer fails to respond to such a request within five (5) days of the request being made by the ACO, the order in question shall be automatically cancelled, with no claims accepted from the Customer.

The ACO shall also be free to cancel an order directly if it presents one or more risk factors for fraudulent use of a bank card.

Payment by direct debit

The Customer may tick the box for “payment by monthly or annual direct debit” on the Order Form. In this case, a direct debit will be made from the account indicated by the IBAN provided on the Order Form.

Invoicing

An invoice is issued for each order confirmed.

At the Customer’s request, the invoice shall be sent to the e-mail address provided when creating their personal Member account on https://account.lemans.org, or otherwise by post.

In the event of disagreement over the invoice, whether before or after delivery of the corresponding order, the ACO reserves the right to suspend the Member’s account until the dispute has been settled.
**Article 6: Delivery**

Products are dispatched from Monday to Friday inclusive, excluding weekends and public holidays, to the delivery address indicated by the Customer when joining the ACO. Unless otherwise stated in the Product description, the ACO delivers anywhere in mainland France (including Monaco and Corsica), in the French Overseas Departments and Regions and Overseas Collectivities (DROM COM), and worldwide (subject to the shipping company’s availability).

Delivery times indicated by the ACO are calculated according to Product availability which, where restocking is required, takes into account the date of receipt of the Products communicated by the supplier.

*Delivery by La Poste postal service (under the transport conditions possible by La Poste)*

For an address located in mainland France: Parcel delivered to the letterbox at the address indicated by the Customer when joining the ACO, usually within a period of two (2) to five (5) working days.

For an address located in the French DROM COM: Parcel delivered to the letterbox at the address indicated by the Customer, usually within a period of five (5) to seven (7) working days.

For an address located in Europe or elsewhere in the world (except DROM COM): Parcel delivered to the letterbox at the address indicated by the Customer, usually within a period of three (3) to seven (7) working days.

The delivery times indicated are not binding and are not therefore guaranteed. If the indicated delivery time is exceeded, it shall not give rise to any right to compensation, whatever the cause and whatever the nature, even where evidence of prejudice can be provided.

If delivery to a letterbox is not possible, La Poste reserves the right to make several delivery attempts to the address indicated by the Customer. It may hand over the package to any person present at that address, including a caretaker or concierge who agrees to take delivery.

If delivery is not possible, the parcel will be held at the location indicated on the calling card. For parcels delivered on French national territory, the parcel will be held for 15 consecutive days as from the day following deposit of the calling card, except where La Poste decides to extend this period. This period varies from 5 to 15 days for international shipments, depending on the collection point chosen by the Customer. This period begins on the day following the final attempt to deliver to your address.

After this period, the parcel is automatically returned to the ACO, which reserves the right to charge the Customer the cost of shipping for a subsequent delivery.

*Delivery by shipping company (for parcels of exceeding the size and weight permitted by the postal service)*

Delivery is only possible in mainland France: Delivery of the parcel, against signature, to the address indicated by the Customer, generally within one (1) to three (3) working days. Packages are handed over to any person present at the designated address; the ACO is unable to check that the identity of the person present corresponds to the recipient’s name designated by the Customer in their order.

If delivery is impossible as no one is able to sign the delivery slip at the address indicated by the Customer, parcels are automatically returned to the ACO under the conditions stipulated by the shipping company. In this case, the ACO reserves the right to charge the Customer the cost of shipping for a subsequent delivery.

Delivery is deemed to have been made when the product is handed over to the Customer by the carrier, as evidenced by the latter’s control system.

**Article 7: Proof**

Only the data recorded by the ACO and the shipping companies to whom the ACO entrusts Products for delivery to the Customer shall constitute proof of transactions between the ACO and its Customers. The ACO systematically confirms orders placed with it on the basis of these data.

**Article 8: Transfer of risk and ownership**

Transfer of risk occurs on delivery of the Product; however, the Products remain the property of the ACO until full payment of the price and the various costs associated with processing the order.

**Article 9: Liabilities**

*Lost parcel*

If seven (7) working days after dispatch of the parcel the Customer has no news of their order, s/he shall contact the ACO which will make enquiries with the shipping company. If the parcel is ultimately declared lost (response generally provided within three (3) weeks), the ACO will notify the Customer and immediately arrange redelivery of the order subject to available stock.

*Non-compliance*

It is the Customer’s responsibility to check the Product on arrival and to make any reservations and claims that appear justified directly on the delivery document, or even to refuse the parcels and to indicate the reason for their refusal on the delivery document, if parcels appear to have been opened or if they bear obvious traces of deterioration. The said reservations and claims must be confirmed to the shipping company within three (3) days of delivery of the Product by registered letter with acknowledgement of receipt, a copy of which shall be sent to the ACO by e-mail to clubaco@lemans.org.

Apart from the legal guarantee of conformity provided for in Article 10 of the T&Cs, should the Product fail to conform in type or in quality to the order (damaged products, missing items, etc.), the Customer must, on pain of loss of their rights, formulate their complaint in writing (by e-mail to clubaco@lemans.org or by post to the ACO headquarters) within fourteen (14) days of delivery of the Product.

After return of the Product by the Customer and inspection of the returned Product in the case where the Product is damaged, or after receipt of the Customer’s complaint in the case of a missing Product, the ACO shall, at its own expense, send a new Product, subject to its availability, or if the Product is no longer available, shall refund the price of the missing or damaged Product to the Customer, with the exception of any other expenses or compensation of any nature whatsoever. If a Product sold as part of a Package is unavailable, it shall be reimbursed in proportion to the total price of the Package, unless use of the other Products in the Package depends on it. In the latter case, the Package shall be refunded in full.

*Limitation of liability*

The ACO shall not be held liable for bodily or material damages of any kind incurred as a result of improper functioning or use of the...
Products sold. The ACO cannot, likewise, be held responsible for eventual changes in products made by manufacturers. The ACO shall not be liable to any Client or third party for any indirect damage, loss of business, profit or turnover, however caused, even if such damage, loss or injury was foreseeable by the ACO or if the possibility of it occurring had been brought to its attention.

The ACO shall not be held liable for non-performance of the contract entered into in the event of the Product being out of stock or unavailable, force majeure, disruption or a total or partial strike, in particular of the postal services and transport service, and/or communications, flooding or fire.

The ACO shall not be held liable for any damage resulting from the use of the Internet such as loss of data, intrusion, viruses, breakdown of service, or other involuntary problems.

**Article 10: Legal guarantees**

In the event of a non-compliant Product within the meaning of Articles L217-4 et seq. of the French Consumer Code or hidden defects affecting the said Product within the meaning of Articles 1641 et seq. of the French Civil Code, the Customer must immediately notify the ACO, by any written means, of the alleged defects.

The Customer benefits from the legal guarantees under the conditions recalled below:

Under the legal guarantee of conformity, the Customer:
- has a period of two years from the delivery of the goods to act;
- may choose between repairing or replacing the goods, subject to the cost conditions provided for by Article L. 217-9 of the Consumer Code;
- is exempt from proving the existence of the lack of conformity of the goods during the two-year period.

The legal guarantee of conformity applies independently of any commercial guarantee that may have been granted.

Under the guarantee against hidden defects, the Customer:
- may choose to cancel the sale or accept a reduction of the sale price (Article 1644 of the Civil Code).
- must provide proof the defect within 2 years of its discovery.

No warranty shall be provided in the case of defects and deterioration resulting from external events, negligence, poor maintenance, accidents, wear and tear, or use that fails to comply with the label or instructions.

**Article 11: Withdrawal – Return – Refund**

Pursuant to Article L221-18 of the French Consumer Code, the Customer has a period of fourteen days from the date of receipt or delivery of the Product to exercise their right of withdrawal. They shall inform the ACO of their decision to withdraw by sending the withdrawal form, a model of which is appended to these T&Cs, completed and signed, or any other unambiguous statement expressing their wish to withdraw, to the ACO’s head office (the address of which is given at the beginning of these T&Cs).

The Customer has a period of fourteen (14) days from sending notice of their decision to withdraw to return the Product(s) at their own expense (cash on delivery shall not be accepted) and risk. Beyond this period, the ACO reserves the right to refuse the parcel. The Product shall be returned in perfect condition for resale, correctly protected in its original packaging, accompanied by any accessories, instructions for use and documentation. As from the receipt of the Product, the ACO has a period of fourteen (14) days to inspect it, validate the procedure and proceed with the refund.

If the right of withdrawal is exercised before the Product has been delivered to the Customer but after it has been shipped by the ACO, the cost of returning the Product shall be borne by the Customer and shall be deducted from the refund.

It is the Customer’s responsibility to contact their bank to check, confirm and validate the refund, as the ACO has no control over events that occur after the payment order has been placed with their own bank.

**Certain products do not benefit from this cooling-off period.**

Pursuant to the provisions of Article L.221-28 of the French Consumer Code, the right of withdrawal (cooling-off period) cannot be exercised for contracts covering certain Products and in particular:
- goods made to the Customer’s specifications or clearly personalised;
- goods which are likely to deteriorate or expire rapidly;
- goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health;
- goods which, after delivery and by their nature, are inseparably mixed with other articles;
- newspapers, periodicals or magazines, except for contracts for subscriptions to such publications;
- audio or video recordings or computer software if they have been unsealed by the Customer after delivery.

Specifically, computer software is and remains the exclusive property of the manufacturer and its licensor. No transfer of ownership can therefore be made for software. Only a user licence is granted. The user may not, in any form whatsoever, transfer, concede, communicate or lend the software, whether in return for payment or free of charge, nor reproduce them. The ACO acts as an intermediary and cannot be held liable for the content of CD ROMs, DVD ROMs or software developed by software publishers.

The Customer must take all necessary measures to protect their own data, software and computers against the contamination of viruses potentially circulating on the Internet or contained in software sold by the ACO, which cannot be held liable for any compensation for damage that may be suffered by the Customer as a result of computer viruses.

Pursuant to the provisions of Article L.221-28 of the French Consumer Code, the right of withdrawal (cooling-off period) cannot be exercised for Plaques, as these are clearly personalised.

**Article 12: Severability of clauses**

In the event that any of the terms of the T&Cs are deemed illegal or unenforceable by a court decision, the other provisions shall remain in force. Thus, the nullity, invalidity, lack of binding force or unenforceability of any of the stipulations of the T&Cs shall not entail the nullity, invalidity, lack of binding force or unenforceability of the other stipulations, which shall retain all their effects. In all cases, no deviation from the T&Cs shall be permitted without the express prior agreement of the ACO.

**Article 13: Headings**

The headings of the articles contained in these T&Cs are provided for convenience of reference only. They may not be used to interpret, limit or modify the T&Cs.
**Article 14: Intellectual property**

All elements of the [https://account.lemans.org](https://account.lemans.org) website are and remain the exclusive property of the ACO. No one is authorised to reproduce, exploit or use in any way whatsoever, even partially, the photos, logos, or visual or text elements of the website.

The photographs, videos, texts, visuals or any other intellectual property elements, property of the ACO, which may be integrated into Products are reserved for private use; commercial use is strictly prohibited.

**Article 15: Personal data protection**

The ACO undertakes to preserve the confidentiality of the Customer’s personal data and to process them in accordance with the laws and regulations in force.

All Customers have the right to access, rectify and delete data concerning them, the right to limit the processing of data concerning them and the right to the portability of their data. All such requests should be sent to the ACO, together with a copy of both sides of an identity document, to the following address: Automobile Club de l’Ouest – Circuit des 24 Heures du Mans – CS 21928 – 72 019 LE MANS CEDEX 2, France, or dpo@lemans.org.

For more information on how personal data is collected, processed, used and protected by the ACO and on the rights applicable to Customers, the Customer may consult the [ACO’s Personal Data Protection Policy](#).

**Article 16: Applicable law and attribution of jurisdiction**

The original French version of the T&Cs shall be interpreted and applied in accordance with French law. (This is a translation of the French terms and conditions. The only authentic version is the French version). In accordance with the applicable French laws, the Customer is informed that s/he may go to mediation for consumer disputes relating to a purchase made from the ACO. In accordance with the provisions on mediation, all consumer disputes must be submitted in writing to the ACO’s Customer Service (juridique@lemans.org) before any request for mediation.

### WITHDRAWAL FORM

To be sent to: AUTOMOBILE CLUB DE L’OUEST – Circuit des 24 Heures du Mans – CS 21928 – 72 019 LE MANS CEDEX 2, France, or e-mail: clubaco@lemans.org

I hereby notify you of my withdrawal from the contract for the provision of services below:

Order number:

Name of the product(s) ordered:

Date of order: