



Terms and Conditions of Travel

The following terms and conditions of travel shall apply to the travel and as such will be deemed as binding by the customer upon booking.

0. The most important

0.1. The participants must be at least 25 years of age and the license must have been issued at least 3 years ago. All participants must bring a valid driving license and a valid passport with them to the event. The following driving licences are accepted:

- International driving license together with the national driving license
- National driving license, issued in German or English
- Driving license in another language accompanied by a certified translation

0.2. The participants need two valid internationally accepted credit cards or one valid internationally accepted golden credit card. The participants must bring the credit card(s) with them to the event.

0.3. We recommend that you arrange adequate baggage insurance, medical insurance, accidental travel insurance and third-party liability insurance. Such insurances are not included in the tour price.

1. Registration, Tour Confirmation

1. Your travel registration represents your consent to a binding contract with Leono Tours. The travel contract is effective upon confirmation of the travel package tour by Leono Tours.

1.2. Insofar as the person making the travel tour reservation expressly stipulates that he or she will be held liable for any and all contractual obligations in the part of other persons stated in the reservation, he or she will be held liable for any and all claims addressed to these persons in addition to these other persons' liability.

1.3. Insofar as the tour confirmation deviates from the registration made at a prior date, we shall make express reference to such changes in the confirmation document. We shall be bound by this new offer for a period of 10 days. The contract shall be effective based on this new offer upon receipt of your consent or payment within 10 days.

1.4. Advance registrations are registrations for travel tours in the coming season not yet advertised. They shall be processed in order of receipt by post and converted into actual reservations as soon as the announcement of the tours for the relevant seasons are published in the internet. Reservations may only be considered within the limit of tour and space availability. Your rights under clause 1.3. of these terms and conditions shall not be affected.

2. Payment

2.1 A deposit payment of 30% of the tour price must be made upon receipt of the tour confirmation and reservation guaranteed voucher. The balance must be paid 30 days before the beginning of your vacations. Please note that a reminder will not be issued.

In the case of registrations made less than 30 days prior to the beginning of the tour, the full tour price shall become payable immediately upon receipt of the tour confirmation and reservation guaranteed voucher. In order to protect payments made by customers, the tour operator has arranged insolvency insurance.

2.2. Payment of both the deposit and balance must be made to Leono Tours following issue of the reservation guaranteed voucher, and no later than upon receipt of the respective travel documents.

2.3. If the tour price has not been paid in full by the time the tour commences, Leono Tours may declare the contract null and void after issuing a reminder and stipulating a deadline for final payment. Notice of cancellation does not have to be provided. If the contract is not declared null and void, Leono Tours is entitled to charge interest on the outstanding amount in accordance with Article 288, Section 1 of the BGB (German Civil Code). If the travel has been booked by a company, Leono Tours is entitled to charge the company interest on the outstanding amount from the date of departure, without having to issue a reminder, in accordance with Article 288, Section 2 of the BGB (German Civil Code.)

3. Service and Prices

3.1 The service agreed upon under the contract devolve from those described in our flyers or in the internet, in the form in which they have become the basis for the contract, as well as from any related information in the tour confirmation, also in the form in which they have become the basis for the contract. We may, prior to contract closing, amend particulars in the catalogue, and the traveler shall, of course, be informed accordingly prior to accepting his or her tour reservation.

3.2. Services not availed upon the traveler:

If individual travel services are not availed upon due to premature return or for any other important reason, Leono Tours shall endeavor to obtain reimbursement in the amount of the savings incurred by the organization providing these services. This shall not be required if the services represent a negligible sum or in the case of legal or official objections to reimbursement. Leono Tours shall deduct 20% from the amount remunerated as compensation for additional effort and costs.

4. Amendments to Services and Prices

4.1. Whereas there may be deviations in and amendments to individual travel services as agreed in the contents of the travel contract, which were not caused by the breach of good faith by Leono Tours, these shall only be reimbursed if amendments and deviations are material and prejudice the overall concept of the tour booked. Leono Tours reserves the right to substitute restaurants or hotels of a similar category for those listed in the catalogue or in the internet. Potential warranty claims are unaffected insofar as the amended services are defective. Leono Tours are obliged to inform the customer immediately of deviations in and amendments to the service to be provided. If these constitute major changes which significantly alter the character of the tour, the customer will be offered the possibility of either changing or canceling his reservation without charge.

4.2. Leono Tours reserves the right to amend prices advertised and confirmed in the reservation in the event of increases in transportation costs or costs for certain services such as airport charges to the extent that the increase in transport charges or costs for certain services per person or per seat shall affect tour prices, provided more than four months have passed between receipt of the tour confirmation and the agreed travel date. In the event of a subsequent amendment to the tour price or an amendment to a material travel service, Leono Tours must notify the customer immediately, at least 21 days prior to commencement of the tour. Increases in prices after this time shall not be admissible. The customer is authorized, in the case of price increases of more than 5% or in the case of a significant amendment to a material travel service, to withdraw from the contract without charge or request to take part in another tour at least equal value, should Leono Tours offer such a tour in his catalogue without causing additional expense for the customer. The traveler is obligated to make any relevant claims against the tour operator immediately after Leono Tours declares the increase in price or amendment to the travel service.

4.3. Furthermore, due to local weather conditions, some of the roads in special tours may not be accessible. In this case, the local guide will inform you about alternative routes of the day.

5. Cancellation by the customer, Reservation Changes, Transferability

5.1. The customer may cancel his or her participation in the tour at any time. The receipt of the notice of cancellation by the tour operator is decisive. The traveler is recommended to make any cancellations in writing and in provable form (registered post or fax with transmission report). If the customer cancels the travel contract or fails to participate in the tour, Leono Tours may require compensation for travel arrangements made as well as for expenses incurred as a result. In calculating compensation, any feasible other usage of the travel service will be considered.

The following general cancellation conditions shall apply:

Up to 91 days prior to recommencement of the tour, a cancellation charge of 5% of the tour price shall be levied per traveler.

Up to 40 days prior to commencement of the tour: 30% of the tour price.

Up to 15 days prior to commencement of the tour: 50% of the tour price.

From 14 days prior to commencement of the tour: 95% of the tour price.

5.2. If, up to 45 days prior to departure, for a date which is within the timeframe as advertised in the catalogue, amendments are made at the customer's request with respect to the dates and destination of the tour, location, departure date of the tour, accommodation or the type of transport (change in the reservation), a surcharge of EUR 40 per traveler shall be levied. Requests by the customer to alter his or her reservation(s) after this period of 45 days may, if at all possible, be carried out only after withdrawal from the travel contract subject to the conditions under clause 5.1. and any special cancellation conditions specified in the catalogue, and if accompanied by a new registration. This shall not apply to requests to reservation changes which entail negligible costs.

5.3. Prior to the actual date of departure of the tour, the customer may allow another person to participate in the tour in his or her stead. Any additional costs resulting from this substitution shall be borne by the customer. The tour operator may object to the substitution if the person appointed fails to satisfy the special requirements associated with specific tours or on legal or official grounds. If a third party enters into the contract, this third party and the customer shall be jointly and severally liable to the tour operator for the tour price and any additional costs resulting from the substitution.

5.4. It rests with the customer to prove that the costs actually incurred by the tour operator are less than those claimed.

6. Cancellation and Termination by Leono Tours

6.1. Leono Tours may terminate the travel contract at any time during the actual tour if the organization of the tour is persistently disturbed by the traveler in spite of an official warning given by the tour operator. The same shall apply if a person grossly violates the letter and spirit of the contract in such manner that precludes the tour operator from maintaining it. The tour operator reserves the right to claim the tour price. He must, however, credit the value of any onward expenses not actually incurred as well as any such benefits acquired from other usage of unclaimed services including any reimbursements made by the organization providing the services. Any additional costs for return transport shall be borne by the party causing the disruption of tour activities. The latter also bears the burden of proof to provide evidence that the tour operator acquired greater benefits than were reimbursed or incurred lower onward expenses for return transport than were claimed.

6.2. Leono Tours may withdraw from a particular tour contract up to four weeks prior to the scheduled date of departure:

6.2.1. In the event that we are unable to achieve the minimum number of participants specified in the catalogue and tour confirmation. We shall, of course, inform you should it become clear at an earlier date that the minimum number of participants cannot be achieved, in which case any payment made towards the tour price shall be reimbursed in full immediately.

6.2.2. If, after all possibilities have been exhausted, the tour operator cannot reasonably be expected to deliver the tour packages because the costs incurred would be prohibitively expensive for that particular tour. The right of withdrawal is void, however, if the tour operator is responsible for the circumstances leading to this situation (e.g. calculation error) or if the tour operator is unable to provide valid justification for these circumstances. The notice of withdrawal shall be forwarded to the customer without delay.

6.3. In the event, of the tour operator's withdrawal, the customer is entitled to request participation in another tour of at least equal value if the tour operator is in a position to offer such a tour as described in the operator's catalogue without additional cost to the customer. The customer must make any such claim against Leono Tours immediately after Leono Tours declares his withdrawal. If the customer does not avail himself of the right to participate in a tour of equal value, his or her deposit shall be immediately reimbursed.

7. Exceptional Circumstances

7.1. If, after conclusion on the contract, the tour is impeded, endangered or affected adversely to a considerable extent due to unforeseen force majeure (e.g., war, civil turmoil, natural disaster), both the traveler and the tour operator may terminate the travel contract. The tour operator shall then immediately reimburse the tour price paid but may require compensation for services rendered or still to be rendered to conclude the tour. In the event of termination by Leono Tours, the traveler shall also be entitled to reimbursement as described in clause 6.3.

7.2. If Termination occurs after the departure date of the tour, the tour operator is obliged to take any and all necessary action, in particular to ensure the traveler's return transport, insofar as this has been contractually agreed. Additional costs for return transport shall be borne by the traveler.

8. Guarantee/Liability

8.1. Within the scope of due diligence, the tour operator is responsible for:

8.1.1. careful preparation of the tour;

8.1.2. careful selection and supervision of the organizations providing the services (e.g.: hotels, restaurant, transport companies, etc.)

8.1.3. accurate description of all travel services indicated in the internet or in the catalogue unless, pursuant to clause 3.1., an amendment to the details in the catalogue was issued prior to contract closing. However, we shall not be liable for details in brochures or internet presentations relating to hotels, restaurants, locations or ships as we have no influence on the production of said catalogues or internet pages and are unable to ascertain the accuracy of the facts contained therein;

8.1.4. proper provision of travel services as contractually agreed;

8.1.5. any fault of persons entrusted with the provision of services.

8.1.6. in addition and without limitation, Leono Tours is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, sickness, illness, the lack of availability of or access to appropriate medical attention, overbooking or downgrading of accommodation, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time.

If due to whether, flight schedules or other uncontrollable factors, the traveler is required to spend an additional night(s), he or she will be responsible for his or her own hotel, transfers and meal costs. Baggage is entirely at owner's risk.

8.2. Guarantee

The traveler is entitled to the rights under the Reisevertragesgesetz (Travel Tour Contracts Acts), extracts from which are published below, edited for the purpose of improved comprehensibility:

8.2.1. If a travel services is not rendered or not rendered in accordance with the contract, the traveler may, within an appropriate time-limit, ask for remedy. The tour operator may refuse remedy if such remedy entails a disproportionate expense. Leono Tours may also effect remedy in a manner in which a replacement service of the same or a higher value is rendered.

8.2.2. The traveler can request a reduction in the tour price on his or her return insofar as travel service during the tour were not rendered as stipulated in the contract and the traveler has not negligently or purposely failed to advise the tour operator, or the party authorized by the tour operator to render these services, of this fault or defect. The amount of the reduction is dependent on the duration of services not rendered in accordance with the contract in proportion to services impeccably rendered.

8.2.3. If a tour is to a significant degree adversely affected by a fault or defect, and Leono Tours fails to provide remedy within an appropriate time period, the traveler may terminate the travel contract – in his or her own interest and for reasons of preserving evidence by affidavit – within the framework of legal provisions. The same shall apply if, due to a fault or defect of an important reason which is discernible by us, the traveler cannot reasonably be expected to undertake the tour. Determination of a time-limit for remedy is not required only if adequate remedy is not required is impossible or refused by the tour operator, or if instant termination of the contract is justified by a special interest of the traveler. If the contract is subsequently cancelled, the traveler shall retain the right to be repatriated. He or she shall owe the tour operator that part of the tour price relating to the services utilized if such services were in the traveler's interest.

8.3. Liability

8.3.1. The traveler may, where a defect or fault exists, request compensation, irrespective of a reduction in the tour price or termination unless the defect or fault in the tour is due to circumstances beyond the control of the tour operator. The traveler may also request compensation for wasted holiday time if the tour has been hindered or adversely affected to a considerable extent.

8.3.2. Any and all transport provided within the scope of a tour or in addition to said tour for which a specific ticket has been issued shall be considered a contracted service unless otherwise specified in the catalogue or internet and tour confirmation. Therefore, Leono Tours shall not be held liable for the rendering of said transport service. Any liability shall be settled in such case in accordance with the carrier's terms and conditions of transport of which the traveler will have been expressly informed and which shall be made available to the traveler on request. By closing the contract, Leono Tours transfers any and all rights to warranty claims he may be entitled to against the transport company, to the traveler.

8.4. Limitation of Liability

8.4.1. Contractual liability of the tour operator to provide compensation for damage other than physical injury is limited to a total of three times the tour price if damage suffered by the traveler was not caused by us with intent or by gross negligence. Limitation of liability to three times the tour price shall also apply if the tour operator is responsible for damage suffered by the traveler solely through the fault of an organization providing the services.

8.4.2. Compensation Claims Based on Tort

8.4.2.1. Personal injury

The tour operator shall be liable for all compensation claims against him due to tort which are not due to intent or gross negligence in the event of property damage up to Euro 4,000, for each customer and tour. If three times the amount of the tour price exceeds this amount, liability shall be limited to three times the tour price. We recommend adequate baggage and accident insurance

8.4.2.2. Damage to property

The tour operator shall be liable for all compensation claims against him due to tort which are not due to intent or gross negligence in the event of property damage up to Euro 4,000, for each customer and tour. If three times the amount of the tour price exceeds this amount, liability shall be limited to three times the tour price. We recommend adequate baggage and accident insurance (cf clause 0.3).

8.4.3. If international agreements apply to one or more of the travel services rendered with the effect of limiting the tour operator's liability, the tour operator will avail himself of such agreements or regulations in case of litigation.

8.4.4. The tour operator shall be liable for accidents occurring at sports events and other leisure-time activities only if the tour operator is at fault.

8.4.5. The tour operator shall not be liable for impairment of services where these are third-party services which are merely brokered and expressly identified as such in the tour description.

8.5. Duty to Cooperate, Complaints

8.5.1. Every traveler is obliged to cooperate to the extent possible to help prevent any potential damage or prejudice to the tour or minimize such damage or prejudice. In particular, this includes the traveler notifying the local travel management or agency of his or her complaints (address and telephone numbers are given in the travel documents). Travel assistance is guaranteed for all tours. This shall also apply to travelers with hotel reservations only, where support is not included as a general rule. An objection raised with an organization providing the services may often be viewed as helpful but does not release the traveler from his or her obligation to raise the issue with the tour operator. If a traveler is negligent in failing to notify the tour operator of a fault or defect, he or she shall not be entitled to make any claims.

8.5.2. The travel manager is not authorized to recognize any claims.

9. Exclusions of Claims and Statute of Limitations

9.1. The traveler must make any and all claims relating to a tour which fails to conform to the contract against the tour operator, Leono Tours, Bahnhofstraße 3, 56242 Marienrachdorf, Germany, within one month of the date of the return journey specified in the contract. In the traveler's own interest, such claims should be made in writing. The traveler may only make such claims after this period if he or she was prevented from observing the time-limit through no fault of his or her own.

9.2. Any and all contractual claims become void under statutory limitation six months after the end of the tour agreed in the contract. Expiration of the period of statutory limitation is suspended until the date on which the tour operator gives his written refusal to accept any and all claims made against him. Claims as a result of tort shall expire after a period of three years.

10. Provisions Relating to Passport, Visa, Customs, Foreign Exchange and Health

10.1. Leono Tours shall be responsible for instructing a national of the state in which the tour is offered about provisions relating to passport, visa and health regulations and any changes to such provisions prior to the departure date of said tour. Information for nationals from other countries is available from the relevant consulate. The tour description in the catalogues, the internet and in the travel documents provide the essential information relating to necessary formalities for a particular tour. Kindly comply with this information and consult the tour operator should you have further queries.

10.2. If you have requested the tour operator to obtain a visa, the tour operator shall not be liable for the timely receipt of a visa issued by the relevant embassy or consulate unless the tour operator is responsible for the delay. You should allow approximately 8 weeks for obtaining visas etc. from the relevant offices.

10.3. The traveler shall be personally responsible for complying with all important regulations relating to the organization of the tour. Any disadvantage, in particular payment of cancellation costs, due to the traveler's failure to comply with such regulations, shall be borne by him or her except when caused by the tour operator's negligence due to incorrect information or failure to provide information.

10.4. Kindly consult the catalogue or the internet and ask the tour operator whether a passport is required for the tour or whether an official identity card is sufficient, and please ensure that your passport or identity card is valid for the duration of the tour.

10.5. Customs and foreign exchange regulations are extremely strict in certain countries. Please obtain precise information and follow the regulations exactly.

10.6. In certain countries, specific vaccination certificates are required and must not be more recent than 8 days and not older than 3 years (smallpox) or 10 years (yellow fever). Such vaccination certificates must also be presented to officials upon your return from certain countries (e.g. Africa, Middle East). Please refer to the catalogue or the internet for relevant information and contact the tour operator.

11. General

11.1. The recipient of the travel documents is obliged to check immediately whether the documents are issued correctly (travel dates, destination, name, price, etc.) and to advise us promptly of any error.

11.2. Tours in other countries sometimes involve danger, which are not present at home. Technical facilities abroad do not always meet the standards you may be accustomed to. This applies, for example, to kitchen stoves, gas boilers, etc. Therefore, please ensure that you comply with any instructions for their use.

11.3. Any physical or mental condition that may require special medical attention must be reported in writing when the traveler makes his or her reservation. By forwarding the deposit, the participant certifies that he or she does not have any mental, physical or other condition of disability that would create a hazard for him or herself or other participants.

11.4. Legal venue for any action arising out of this contract with respect to Vollkaufleute (merchant entered in the Handelsregister (German Register of Companies)), persons with no general venue in Germany, or persons who, after conclusions of the contract, have transferred their residence or usual place of dwelling to a location outside the borders of Germany, or whose residence or usual place of dwelling is unknown at the time of action, shall be a competent court of law in Montabaur, Germany. The same shall apply in cases where the party liable is the defendant.

11.5. This travel information is applicable to the period of validity of the catalogue or internet site.

11.6. The fact that individual provisions under this travel contract may be null and void does not affect the validity of the travel contract as a whole. This shall also apply to these Terms and Conditions of Travel.

General Services:

Leono Tours include the following services:

- Provision of a Porsche 911 for each (full-paying) driver
- Gasoline
- Accommodation as specified in the tour description
- Lunch (non-alcoholic drinks included)
- Evening meals (drinks not included)
- Local taxes
- Insurance (including excess of Euro 1,500 – amount of excess may change in individual cases)
- Accident insurance
- English speaking tour guide
- Travel documents in English

All prices are all-inclusive.

Contact:

Leono Tours
Krummeich Kommunikation
Bahnhofstraße 3
56242 Marienrachdorf
Germany

Phone +49 (0) 26 26 – 92 65 25
Fax + 49 (0) 26 26 – 92 65 24
info@leonotours.com
www.leonotours.com

Bank details:

Bank: Deutsche Bank
Account nr: 19 87 544
Sort code: 380 707 24
IBAN: DE83380707240198754400

All offers are valid from April 2009