

# CITROËN EUROPASS AUSTRALIA BOOKING TERMS & CONDITIONS – 2019

## A. Clarification

Citroën EuroPass is a division of Sime Darby Motors Wholesale Australia Pty Ltd - ACN 116 052 754. Citroën EuroPass is the official name of the Citroën tax-free car leasing programme ("Programme") in Europe belonging to and operated by "Sodexa", a division of Automobiles Citroën. Citroën EuroPass is authorised to market for Sodexa its Programme and to obtain orders on its behalf. You will therefore be contracting directly with Sodexa once your booking is accepted as outlined below.

The Citroën EuroPass Programme is a tax-free sale with guaranteed buy back. Forming part of the Citroën EuroPass Order Form, is the requirement to provide current credit card details. These will act as a guarantee that you will return your vehicle as agreed and cover any charges for the non-return of any items (i.e. registration document, keys etc), any changes to your return location (if outside of France) and any other legitimate charges (i.e. parking fines, abandonment fee if vehicle not returned to a Citroën location etc).

## B. Bookings Subject to Acceptance

To make a booking you shall be required to provide Citroën EuroPass with the information required on the Booking Form as well as complete/sign a Citroën EuroPass Order Form based on their General Terms and Conditions of Sale, which we will submit to them for acceptance. Until the Citroën EuroPass Order Form is received and accepted, by Citroën EuroPass and French Customs, your booking is not guaranteed.

## C. Eligibility

In order to be eligible for tax-free status and thereby for a Citroën EuroPass contract, for a maximum of 175 days with Temporary Transit (TT) plates, you must comply with the following conditions:

1. If a tourist, regardless of your nationality,
  - have your normal residence outside the European Union (EU),
  - will visit the EU for less than 185 days in a 12 month period,
  - will not undertake any form of employment during your stay
2. European citizens residing outside the EU (copy of Australian residency visa required with Booking Form) who fit the conditions and who can provide proof (i.e. letter from employer) of their intention to return to their employment (outside the EU) at the end of their stay.
3. People on temporary assignment in the EU, such as professors, journalists and full-time students – under certain conditions. Contact Citroën EuroPass for further details.

## D. What You Will Get

A brand new tax-free Citroën or DS vehicle, unlimited kilometres, comprehensive insurance\* for vehicle damage, theft and third party liability (including cover for glass, "wrong fuel" and punctures) with no excess, 24/7 Assistance call centre (charges apply), anti-theft device on all models, emergency triangle & reflectorised jacket, full factory warranty and no additional driver fees (conditions apply).

\*Your personal belongings are not covered by the insurance.

## E. Minimum/Maximum Period

The minimum period for a guaranteed buy-back under the Programme is 21 days\*, the maximum period for the Programme is 175 days\*.

\*Short-term lease prices may be available for less than 21 days. Maximum period is 90 days if collection and return is in Portugal, plus Portuguese customs state that you cannot spend more than 90 days in a tax-free car in Portugal. Note: days are calculated on calendar days, not 24 hour periods.

## F. Booking/Payment/Order Form Deadlines

All booking requests are subject to availability. A Booking Form must be completed at the time of requesting your vehicle, agreeing to these Booking Terms & Conditions. Full payment (unless required earlier) and the (original) completed/signed Citroën EuroPass Order Form, referred to in Paragraph B above, should be received by our office at least 6 weeks prior to your departure from Australia to ensure your vehicle can be registered, insured and delivered on time. Urgent booking requests, within 28 days of collection, must be accompanied with a \$1500 deposit. If a vehicle is confirmed, the balance of payment and Citroën EuroPass Order Form must be completed/signed and received by Citroën EuroPass on the day of confirmation.

## G. Power of Attorney

If the holder of the Citroën EuroPass Order Form (the "Contract Holder") cannot collect the vehicle his/her Partner may do so on his/her behalf by producing an original Power of Attorney duly drawn up and signed in the Partner's favour by the Contract Holder. The partner must also qualify in the same "category" as the Contract Holder under the Programme (refer "Eligibility").

## H. Vehicle

Please choose your vehicle carefully as you are unable to 'upgrade' or 'downgrade' on collection. All vehicles have manual transmission unless noted otherwise in the description. Note: all vehicles are left-hand drive, even if collected from London.

## I. Driver Information

The minimum driver age is 18 years (no maximum driver age) and you must hold a valid driving licence recognised in the EU. If you hold a full Australian drivers licence, an International Drivers Permit (in conjunction with your Australian licence) is highly recommended (compulsory in some countries).

The vehicle may be driven only by the Contract Holder or his/her Partner (i.e. spouse or legal co-habitant), direct descendants or ascendants, if they qualify for the Programme (refer "Eligibility") and hold valid driving licences (as noted previously).

Direct ascendants/descendants may only drive the vehicle locally and cannot drive across country borders without the Contract Holder. The spouse/legal co-habitant can cross country borders, even if the Contract Holder is not in the vehicle.

Other drivers (not descendants/ascendants/spouse/legal co-habitant) can only drive the vehicle if they meet the same eligibility conditions as the Contract Holder and the Contract Holder is inside the vehicle and unable to drive due to an emergency or exceptional circumstances.

The vehicle may not be used in any way to generate any income, profit or gain. Note: it is the Contract Holder's responsibility to ensure they are aware of the driving requirements through each European country.

## J. Deliveries>Returns

Deliveries and returns at Citroën EuroPass locations in France are free of charge. Deliveries and/or returns outside of France are at an additional charge and must be pre-paid. Prepaid fees are non-refundable if you change your plans and return your vehicle inside France. Conversely, if your plans change and you return your vehicle outside of France, a fee will apply and must be arranged with, and paid directly to, Citroën EuroPass in Paris.

## K. Vehicle Collection

Please phone or email the collection location 4 working days in advance, if you have not provided flight details, to confirm your collection time. If you are running late, you must call the location. On collection you must show your passport, driver's licence/s and copy of the Citroën EuroPass Order Form. Registration and insurance documents are provided on collection. All vehicles are delivered with 10-15 litres of fuel – meaning you need not top-up the fuel tank on return.

## L. Servicing Requirements

Most Citroën/DS vehicles require their first service at either 15,000kms or 20,000kms – at driver's expense. Refer servicing card delivered with vehicle for more information. Scheduled servicing must be done at Citroën service stations.

## M. Accessories / Tyres

Child seats (compulsory for children under 10 years in France), are at an additional charge (to be pre-paid) and must be requested at the time of booking. All vehicles are fitted with standard tyres only. To meet the legal requirements of some countries over the winter months (Nov-Mar) you may need a vehicle with special tyres and/or snow chains. Contact Citroën EuroPass for more information.

## N. Vehicle Insurance / Assistance

You have comprehensive Insurance and 24 hour Assistance if you drive in any of the following countries: Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Corsica, Croatia, Cyprus (Greek part), Czech Republic, Denmark, Estonia, Finland, France (Mainland), Germany, Gibraltar, Greece (excludes Islands), Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Principalities (Andorra, Liechtenstein,

Monaco), Romania, San Marino, Sardinia, Serbia (excludes Kosovo), Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom (England, Scotland, Wales and Northern Ireland), Vatican City.

**You are not permitted to drive into any countries not listed above.**

Your vehicle Insurance policy and Assistance package are subject to exclusions, limits and procedures. It is your responsibility to make yourself aware of these. Refer our website [www.citroeneuropass.com.au](http://www.citroeneuropass.com.au). Should your vehicle be involved in an accident or breakdown, you will be provided with a rental car\* or accommodation subject to the Citroën Assistance terms and limits. Once the vehicle is repaired you must return your rental car to the place of collection and collect your vehicle from the Citroën garage. Comprehensive travel insurance is vital to cover some/all costs that Citroën Assistance does not cover.

\* Subject to rental car company conditions including minimum/maximum driver age restrictions etc.

**O. Additional Costs**

Once you have paid for your vehicle, petrol/diesel and oil are the only additional costs you should incur. Motorway/toll charges and traffic/parking violation fines are not included. If you do not return the registration certificate, both keys, warranty/service booklet, emergency triangle and reflectorised jacket – with the vehicle – you will be charged for these on your credit card.

**P. Travel Insurance**

Comprehensive travel insurance is highly recommended. Please ensure you have arranged this before placing your reservation.

**Q. Prices**

All prices are in Australian dollars and guaranteed for 7 days from the date of invoice, after which time they may be subject to change without notice (unless you have paid in full). Citroën EuroPass can only accept reservations from Australian residents and/or Australian passport holders. Credit card payments will attract a surcharge of 1.5%.

**R. Booking Deposit**

A non-refundable deposit of \$500 is required at the time of placing your reservation.\* \* Subject to the provisions of any legislation which cannot be excluded.

**S. Amendments**

Amendments, regardless of the change, are subject to acceptance by Citroën EuroPass. Amendments after the Citroën EuroPass Order Form has been received will incur a minimum \$200 fee. Name changes are only possible prior to the vehicle being registered and will incur a fee of \$250, or \$450 if final documents have been issued. Note: We are unable to make changes to your booking within 30 days of collection.

**T. Cancellations**

Travel insurance is highly recommended as cancellation fees are strictly enforced. Cancellations more than 28 days prior to collection = \$500 fee, or \$600 if documents have been issued. Cancellations less than 28 days prior to collection = \$800-\$1800 (depending on whether the vehicle has been registered). Cancellations on the day of collection or “no shows” = minimum \$2000. Any travel agent fees are in addition to these charges.

**U. Extension of Your Contract**

If, whilst in Europe, you decide to keep the vehicle for a longer period than originally advised, you must contact Citroën EuroPass in France directly. Refer your documents or our website for procedure and cost. You are liable for all civil, material and criminal costs/ actions if your vehicle is not returned as expected and you have not paid for an extension.

**V. Early Returns**

A partial refund can only be considered if the initial contract was for at least 30 days and the return date is at least 7 days prior to the pre-booked return date. There is no refund for the first 21 days any ‘free days’, short-term contracts or the last 7 days of the initial contract. Refunds are calculated using the ‘extra day’ price, less 20%, less a \$50 Citroën EuroPass administration fee.

**W. Customer Claims**

Any requests for reimbursement must be pre-approved in writing by Citroën Assistance. If unresolved whilst in Europe, claims must be lodged with Citroën EuroPass within 14 days of your vehicle return date and supported by original invoices and receipts with the Contract Holder’s name and vehicle registration number detailed by the provider (duplicates or photocopies will not be accepted).\*

\* Subject to the provisions of any legislation which cannot be excluded.

**X. Accuracy of Information**

All prices and information contained in our website, current brochure or price-list were correct at the time of publishing and are subject to changes imposed by Citroën EuroPass from time to time.

**Y. Privacy**

Citroën EuroPass collects personal information for the purposes of (i) the provision of services provided by Citroën EuroPass and Sodexa to you (ii) to comply with any requirements of any government authority and third party suppliers associated with the supply of the services to you by Citroën EuroPass and/or Sodexa (iii) provide associated products and services to you.

Your information will be disclosed to Citroën EuroPass related parties in NZ and Malaysia, to Sodexa in France and their related companies and third party services providers (including in countries other than listed above) for the purposes described above.

When Citroën EuroPass engages the services of a third party, we take reasonable steps to ensure they comply with the Privacy Act 1988 (Cth) and maintain the confidentiality of any personal information to which they have access.

You agree that any personal information provided by you to Citroën EuroPass may be kept and used by Citroën EuroPass for the purposes of the provision of services provided by Citroën EuroPass and Sodexa to you, communicating with you, undertaking research and/or promoting and marketing other products and services of Citroën EuroPass. You have the right under the Privacy Act 1988 (Cth) to obtain access to and to request correction of any personal information held by Citroën EuroPass concerning you.

The Company’s Privacy Policy forms part of these terms and conditions and is available at [www.citroeneuropass.com.au](http://www.citroeneuropass.com.au) or on request from a member of our staff and it explains how your personal information is collected and managed in accordance with the Australian Privacy Principles in the Privacy Act 1988 (Cth) .

**Z. Disclaimer**

All reservation invoices/confirmations, vouchers, receipts and other documentation are issued subject to any and all terms and conditions under which items or services are provided by Citroën EuroPass or Sodexa and these Booking Terms & Conditions. Subject to the provisions of any legislation which cannot be excluded, Citroën EuroPass, its servants and agents shall not be liable for any injury, damage, loss, accident, delay or irregularity, additional expense or liability occasioned to any person or property howsoever caused or arising including, but without limiting the generality of the foregoing, whether due to the act, neglect, default or otherwise from acts of God, dangers incident to the air, land or sea, fire, breakdown in machinery or equipment, force majeure or acts of de facto Governments or authorities, wars whether declared or otherwise, riots, strikes, insurrections, theft, epidemics, quarantine, medical, custom or other regulations, dissatisfaction with any service provided, any inaccuracy or misdescription contained in any website, current brochure or price-list to which these Booking Terms & Conditions relate, delays and cancellations of or changes in itinerary or schedules or over booking, improper or insufficient passport, visa or other travel documents or by any act, neglect, default or otherwise of Citroën EuroPass or Sodexa, their servants or agents or any other person or any other cause which is not within the control of Citroën EuroPass or Sodexa.

**AA. Modifications/Variations**

If, due to unforeseen circumstances, your requested vehicle is unable to be delivered, Sodexa reserves the right to provide you with an alternative vehicle, or, if necessary, a rental car. If a rental car is provided, you will be bound by the conditions of the rental car company. Citroën EuroPass and Sodexa also reserve the right to modify the models, equipment and prices offered in their website, current brochure or price-list without prior notice.