

## CITROËN EUROPASS NZ BOOKING TERMS & CONDITIONS – 2017

### A. Clarification

Citroën EuroPass NZ is a division of Sime Darby Automobiles NZ Limited. Citroën Euro Pass is the official name of the Citroën tax-free car leasing scheme in Europe belonging to and operated by Citroën Champ de Mars, a division of Societe Commerciale Citroën. Citroën EuroPass NZ is authorised to market for Citroën Champ de Mars (hereinafter referred to as "CCDM") its Citroën Euro Pass car leasing/purchase scheme and to obtain orders on its behalf. You will therefore be contracting directly with CCDM once your booking is accepted as outlined below.

### B. Bookings Subject to Acceptance

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

### C. Eligibility

In order to be eligible for tax-free status and thereby for a Citroën Euro Pass 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 NZ 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 NZ for further details.

### D. Guaranteed Buy Back

The Citroën Euro Pass scheme is based on a tax-free sale with guaranteed buy back. Forming part of the 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).

### E. What You Will Get

A brand new tax-free Citroën/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, 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.

### F. Minimum/Maximum Lease Period

The minimum paid lease period is 21 days, although you can return your vehicle within 21 days without any reimbursement. The maximum lease period is 175 days\*. \*Maximum lease 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.

### G. 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. Full payment and the (original) completed/signed Citroën Euro Pass Order Form, referred to in Paragraph B above, should be received by our office at least 6 weeks prior to your departure from New Zealand 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 Euro Pass Order Form must be completed/signed and received by Citroën EuroPass NZ on the day of confirmation.

### H. Power of Attorney

If the Contract Holder cannot collect the leased 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 scheme (refer "Eligibility").

### I. 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.

### J. 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 New Zealand drivers licence, an

International Drivers Permit (in conjunction with your New Zealand licence) is highly recommended (compulsory in Italy and outside the EU).

The leased vehicle may be driven only by the holder of the Citroën Euro Pass Order Form (the "Contract Holder") or his/her Partner (i.e. spouse or legal co-habitant), direct descendants or ascendants, if they qualify for the scheme (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 leased 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.

### K. Deliveries/Returns

Deliveries and returns at Citroën Euro Pass locations in France are free of charge. Deliveries and/or returns outside of France are at an additional charge and must be pre-paid. Pre-paid 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 Euro Pass in Paris.

### L. 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 Euro Pass 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.

### M. Servicing Requirements

Most Citroën 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.

### N. Accessories / Tyres

Accessories include child seats (compulsory for children under 10 years in France), roof bars and snow chains. These are at an additional charge (to be pre-paid) and must be requested at the time of booking. Vehicles are fitted with standard tyres unless noted otherwise. To meet the legal requirements of some countries over the winter months (Nov-Apr) you may need a vehicle with special tyres and/or snow chains. Contact Citroën EuroPass NZ for more information.

### O. 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, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Principalities (Andorra, Liechtenstein, Monaco), Romania, San Marino, Sardinia, Serbia, 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.co.nz](http://www.citroeneuropass.co.nz) -> Insurance & Assistance. 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 does not cover.

\*Subject to minimum/maximum driver age restrictions with rental car companies.

### P. Additional Costs

Once you have pre-paid your lease, 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.

### Q. Travel Insurance

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

### R. Prices

All prices are in New Zealand dollars and guaranteed for 7 days from the date of invoice, after which time they may be subject to change without notice. Citroën EuroPass NZ can only accept reservations from NZ residents and/or NZ passport holders. Credit card payments will attract a surcharge.

### S. Booking Deposit

A non-refundable deposit of \$350 is required at the time of placing your reservation.

### T. Amendments

Amendments, regardless of the change, are subject to acceptance by Citroën Euro Pass. Amendments after the Citroën Euro Pass 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.

### U. Cancellations

Travel insurance is highly recommended as cancellation fees are strictly enforced. Cancellations more than 28 days prior to collection = \$350 fee, or \$450 if documents have been issued. Cancellations less than 28 days prior to collection = \$900-\$1800 (depending on whether the vehicle has been registered). Cancellations on the day of collection or "no shows" = \$1800. Any travel agent fees are in addition to these charges.

### V. Extension of Your Contract

If, whilst in Europe, you decide to extend your lease period you must contact Citroën Euro Pass 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.

### W. Early Returns

A refund can only be considered if the original lease period was 30 days or more and the return date is at least 7 days prior to the pre-booked return date. Refunds of less than 7 paid days cannot be considered. Refunds are calculated using the extra day price, less the cost of vehicle insurance (currently 20%) and an administration fee. The first 21 days and any 'free' days are strictly non-refundable.

### X. Customer Claims

Any requests for reimbursement must be pre-approved by Citroën Assistance. Claims must be lodged with Citroën EuroPass NZ 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).

### Y. Accuracy of Information

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

### Z. Privacy

You agree that any personal information provided by you to Sime Darby Automobiles NZ Ltd (Sime Darby) may be kept and used by Sime Darby for the purposes of communicating with you, undertaking research and/or promoting and marketing other products and services of Sime Darby. You have the right under the Privacy Act 1993 to obtain access to and to request correction of any personal information held by Sime Darby concerning you.

### AA. 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 Euro Pass. Sime Darby Automobiles NZ Ltd and 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, pilferage, epidemics, quarantine, medical, custom or other regulations, dissatisfaction with any service provided, any inaccuracy or misdescription contained in any web site, 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 NZ or Citroën Euro Pass, their servants or agents or any other person or any other cause which is not within the control of Sime Darby Automobiles NZ Ltd.

### BB. Modifications/Variations

If, due to unforeseen circumstances, your requested Citroën/DS is unable to be delivered, Citroën Euro Pass reserves the right to provide you with an alternative Citroën/DS 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 NZ and Citroën Euro Pass also reserve the right to modify the models, equipment and prices offered in their website, current brochure or price-list without prior notice.