

# IMPORTANT INFORMATION, TERMS AND CONDITIONS

## GENERAL

Peugeot Europe holidays by car is represented exclusively in Australia by DAH Holdings Pty Ltd – Part of the Auto Europe LLC Group – ABN 67 107 041 912. DriveAway Holidays is a member of The Australian Federation of Travel Agents (AFTA), The Council of Australian Tour Operators (CATO) and is ATAS accredited (A11440). Application: These terms and conditions apply to any contract made between DriveAway Holidays and any person (referred to as the "Customer") purchasing goods or services referred to in this brochure from DriveAway Holidays.

## PRICES

All prices displayed in this brochure are correct at time of issue date and are subject to currency fluctuations and change without notice. All prices are in AUD.

## RATES DO NOT INCLUDE

Additional fuel or oil, tolls, highway stickers, fines or penalties due to traffic violations, loss or theft of vehicle keys and transponder card, theft of personal belongings inside the vehicle, equipment and pick up and return fees outside of France.

## HOW TO BOOK

Contact your licenced travel agent, visit [www.driveaway.com.au](http://www.driveaway.com.au) or call DriveAway Holidays on 1300 363 500.

## BOOKINGS

Late bookings are not guaranteed. For bookings within 8 weeks of pick up, all lease forms, payment and necessary documentation are required immediately. Late return of lease forms may delay vehicle pick up.

## PAYMENT

Where bookings are made by credit card a processing fee of 0.98% to 1.8% will apply. DriveAway Holidays requires final payment on the specified invoice date. If for any reason final payment is not received by the due date, DriveAway Holidays reserves the right to treat the reservation as a cancellation.

## INVOICES

An invoice is sent upon confirmation of your reservation outlining all aspects of products booked.

## LEASE FORMS

It is essential that original lease forms, together with a photocopy of the registered driver's passport are returned at least 8 weeks prior to the pick up of your Peugeot. You must not reside in the EU (European Union) and you must have been in Australia for more than 6 months. Late return of these documents will delay pick up of your vehicle.

## TRAVEL DOCUMENTS

Once payment is received and the original lease forms returned, travel documents will be issued. Please note that vouchers are accountable documents and serve as exchange vouchers for products you have booked. Non-presentation of your voucher may result in charges being applied locally.

## AMENDMENTS

No changes can be made within 30 days of pick up. For further information please contact DriveAway Holidays. Any name change to a confirmed booking will incur approx. AUD250 fee if more than 30 days of pick up.

## CANCELLATIONS

If booking is cancelled outside 6 weeks of pick up an AUD500 cancellation fee will apply. If booking is cancelled inside 6 weeks of pick up, a cancellation fee of AUD500 plus supplier levied charges will apply. In addition, if the vehicle has been registered a further cancellation fee of EUR800 will apply. In some cases travel agent charges may also apply. Cancellation conditions are listed on [www.driveaway.com.au](http://www.driveaway.com.au).

## REFUNDS

No refund for unused days or early return of the Peugeot vehicle. If you return your Peugeot vehicle to a different depot than booked and paid for there will be no refund. DriveAway Holidays does not authorise the employees of Peugeot Sodexa to promise refunds to clients. Peugeot Sodexa cancellation fees may apply.

## ADDITIONAL DRIVER

There is no charge for an additional driver however the following restrictions apply:

- Immediate family members may drive the vehicle, however under no circumstance can they take the vehicle across any borders.
- Immediate family members are spouse/partner, direct descendants and ascendants of the registered driver.
- The term 'spouse' is understood in the broadest sense and may apply to a cohabiting partner or civil partner, provided that proof of this relation is provided.
- All additional drivers must comply with all eligibility requirements of the lease.

## ELIGIBILITY

In order to be eligible for tax-free status and thereby for a Peugeot Europe contract for a maximum duration of 175 days with temporary (tt) plates, you must comply with the following conditions:

1. If a tourist, regardless of your nationality;
  - Have your normal residence outside of the European Union.
  - Will visit the European Union for less than 185 days in a 12 month period.
  - Will not undertake any form of employment during your stay. Note: a work visa in your passport is evidence that you intend to work.
2. European citizens residing outside of the European Union (copy of residency stamp / certificate is required with booking forms) who fit the conditions above.
3. People on temporary assignment in the European Union such as professors, trainees, journalists, official representatives and full time students – are permitted under certain conditions. Contact DriveAway Holidays for further details.

## HEALTH AND IMMIGRATION

Please ensure you comply with all passport, visa and health requirements necessary for the countries you wish to visit. DriveAway Holidays is not responsible for advising on a passport, visa or health requirements. Your travel agent, doctor or local embassy/consulate will be able to advise you.

## TRAVEL INSURANCE

We strongly recommend you take out suitable travel insurance cover. This can be arranged through your travel agent.

## VEHICLE

Peugeot vehicles are left hand drive (including pick up in London). The definition and/or specifications of the Peugeot vehicles displayed in this brochure are subject to change without notice.

## IMAGES

DriveAway Holidays reserves the right to modify the versions, equipment and prices offered in the 2018 brochure without prior notice and to provide a similar or superior vehicle to that booked. Photographs shown are not contractual. Some model options shown may not be available.

## DURATION

Minimum lease period is 21 days. Maximum 175 days, excluding leases returning to Portugal where the maximum duration is 90 days. Peugeot Leasing is based on calendar days.

## AGE LIMIT

Minimum age: 18 years with a full valid Australian driver's licence (provisional licence is not accepted). Maximum age: no limit.

## DRIVER QUALIFICATIONS

All drivers must hold a full valid driver's licence with a clean driving record for a minimum of one year. A learner or provisional licence is not accepted. An international driving licence is required for many countries. For a full list of countries, go to [www.driveaway.com.au](http://www.driveaway.com.au) or ask at the time of booking.

## FUEL

You are not required to return vehicle with a full tank of fuel. All vehicles are supplied with approximately 10-15 litres.

## OPTIONAL ACCESSORIES

Optional accessories such as child seats and roof bars are available at an additional cost and must be pre-booked and prepaid in Australian Dollars prior to departing Australia. Please note that accessories are sold to the customer, not rented. Details are available on request.

## TYRES

A tyre repair kit is provided with selected models, depending on production. All other vehicles come with a spare tyre. All vehicles are fitted with standard tyres prior to leaving the Peugeot Sodexa factory. Standard tyres are not suitable for all winter conditions and during certain periods of the year. In some countries it is a requirement by law that all vehicles are equipped with winter tyres between November and April. Peugeot Europe does not lease or sell snow 'winter' tyres. It is the client's responsibility to purchase appropriate 'winter tyres' whilst overseas and have them fitted and removed at an authorised Peugeot dealer.

## VEHICLE SERVICE

Please refer to the service book provided with your car for the full servicing requirements. A warranty inspection may be required at 10,000kms and a full service required at 20,000kms. The full servicing cost of the vehicle is at the driver's own expense.

## VEHICLE RETURN

Before returning your vehicle, it is a requirement to call ahead at least 4 business days prior and arrange your drop-off time otherwise there may not be an agent available to collect vehicle. Further conditions apply, refer to [www.driveaway.com.au](http://www.driveaway.com.au) for details.

## VEHICLE INSURANCE

Your vehicle is covered by comprehensive insurance, which covers accidental damage, vandalism, fire, theft and liability for all occupants up to the seating capacity of the vehicle plus legal defence appeals. There are no deductible excess of collision damage waiver costs. Baggage and personal effects are not covered by insurance. The leased vehicle is insured for the contracted holder and immediate family members including spouse/partner, direct descendants and ascendants of the registered driver and that he/she has a current unrestricted drivers licence valid in the country in which they are driving. If your Peugeot Lease vehicle is delayed or incurs a mechanical breakdown Peugeot Assistance will (under the terms of the Assistance cover and assessment of the incident), provide accommodation to the value of 60 Euros per night or a rental car to use to a maximum amount of 915 Euros, until your vehicle is repaired. This must be arranged in association with Peugeot Assistance. Once your vehicle has been repaired you must return to the initial place of the delay to collect your vehicle. Full terms of the assistance offer is provided within your travel documentation and additional information may be obtained from our office.

## LIABILITY

Certain provisions of the Competition and Consumer Act (including, without limitation, the Australian Consumer Law) and other State, Territory or Commonwealth laws in Australia, as amended or replaced from time to time, (collectively "ACL") apply to the operation of these terms and conditions and provide consumers (as that expression is used in the ACL) and others with certain rights (referred to collectively as the "consumer guarantees") in relation to goods or services purchased by those persons. Other than consumer guarantees which are not excluded, modified or restricted by this provision, DriveAway Holidays does not give any guarantee or warranty or make any representation of any kind, express or implied, with respect to the supply by DriveAway Holidays or others of any goods or services in this brochure.

acquired for personal, domestic or household use or consumption, DriveAway Holidays' liability for the breach of any condition or warranty, whether expressed or implied (other than warranties or conditions in relation to title, encumbrances and quiet possession) is limited, at DriveAway Holidays' opinion, to:

- a) In the case of goods; the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- b) In the case of services; the supplying of the services again or the payment of the cost of having the services supplied again. Subject to rights that the consumer may have under the ACL, which are not excluded, modified or restricted by this provision, DriveAway Holidays is not liable to the customer or any other person, whether in contract, tort or otherwise, for any loss or damages (including without limitation specific, indirect, consequential or economic loss) howsoever caused arising from any event.

Notwithstanding anything contained in this brochure, nothing in these terms and conditions:

- excludes, restricts or modifies or purports to have the effect of excluding, restricting or modifying any condition or warranty that is implied by, or consumer guarantee specified by, the ACL or DriveAway Holidays' liability under any such condition, warranty or guarantee; or
- gives rise to any liability on the Customer's part or qualifies DriveAway Holidays' liability in circumstances where DriveAway Holidays is in breach of these terms and conditions, including any conditions or warranties implied, or consumer guarantees specified, by the ACL.

## RESPONSIBILITY FOR INFORMATION AND SUPPLY OF GOODS OR SERVICES BY THIRD PARTIES.

**Responsibility for Information:** Vehicle specifications, photographs, illustrations, third party charges, third party conditions and information relating to goods or services provided by third parties contained in this brochure (collectively "Information") are provided by third parties to DriveAway Holidays. All information is subject to change without notice. The Consumer must not rely on this information. Any descriptions of the goods or services of any third parties in the Information is by way of identification only and the use or reliance on that description by any person shall not constitute any contract between that person and DriveAway Holidays as a sale by description. The Consumer must make their own independent enquiries and investigations and undertake their own assessment of any information before deciding whether or not the goods or services referred to in the Information are suitable for the requirements of the Consumer. Without limiting the generality of this paragraph, maps in the brochure are not to scale and car depot locations in this brochure are approximate only.

**Supply of Goods or Services by Third Parties:** The goods and services identified in the brochure may be provided by a third party. In order for the Customer to obtain goods and services provided by a third party, the Customer may be required by that third party to agree to, and be bound by, terms and conditions that are specified by that third party. Any person intending to enter into an agreement with a third party must make their own independent enquiries and assessments in relation to the effect of the terms and conditions of that agreement before doing so. Subject to rights that the Customer may have under the ACL, which are not excluded, modified or restricted by this provision, the Customer acknowledges and agrees that DriveAway Holidays has no control over and no responsibility for any terms and conditions agreed between the Customer and a third party.

## PRIVACY

DriveAway Holidays recognises the importance of your privacy. We collect personal information to process bookings and may use details we collect for marketing communications made by us for research and analysis purposes. We will not sell your information, nor make it available to other businesses without your consent. For more information on your privacy please visit [www.driveaway.com.au](http://www.driveaway.com.au)

## GOVERNING LAW

These terms and conditions are governed in all respects by the law of the State of New South Wales and the customer irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales and the Federal Court of Australia. Please note DriveAway Holidays reserves the right to modify or change these conditions at any time without notice.

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## Head Office

Level 1, 157 Walker Street, North Sydney NSW 2060

## Mailing Address

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Admin/Sales: (61) 2 9900 9300 Fax: (61) 2 9929 4655

Email: [peugeotres@peugeot europe.com.au](mailto:peugeotres@peugeot europe.com.au)

## Office Hours (AEST)

Monday – Friday: 6.30am – 7.30pm

Saturday: 9am – 2pm Sunday: 10am – 3pm

Australian National Public Holidays: closed

DAH Holdings Pty Ltd ABN 67 107 041 912



To book, see your Travel Agent

Bookings & Reservations

Call 1300 363 500 or visit [www.driveaway.com.au/peugeot](http://www.driveaway.com.au/peugeot)



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