



# Online Vehicle Reservation

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## TERMS & CONDITIONS

### 1 Introduction

- (a) In these Terms and Conditions, '**we**', '**our**', '**us**' and '**Citroën Australia**' means Inchcape European Automotive Pty Limited trading as Citroën Australia ABN 97 070 000 789 of Level 2, 4 Burbank Place, Norwest NSW 2153, and '**you**' or '**your**' means a customer that places a reservation for a Citroën vehicle online at [www.citroen.com.au](http://www.citroen.com.au) (**Website**) and in accordance with these Terms and Conditions.
- (b) Citroën Australia offers the ability for you to offer to purchase a Citroën from your preferred authorised Citroën dealer via the Website, whereby you can configure your ideal Citroën and place an initial deposit of \$500 on that preferred Citroën (**Service**).
- (c) Your use of the Service is governed by these Terms and Conditions, and by using the Service you agree to these Terms and Conditions.
- (d) To be eligible to use the Service you must be aged over 18 years and be an Australian resident residing in Australia.
- (e) We reserve the right to amend these Terms and Conditions from time to time. Whenever you wish to place a deposit on a Citroën vehicle using the Service, please check these Terms and Conditions to ensure you understand the terms and conditions which will apply at that time. We most recently updated these Terms and Conditions in July 2021.

### 2 Order Process

- (a) On the Website, you can:
  - (i) Configure your ideal Citroën by selecting a model variant, options and colours (**Selected Vehicle**);
  - (ii) Nominate the authorised Citroën dealer (**Dealer**) from whom you wish to buy the Selected Vehicle; and
  - (iii) Provide your contact details, offer to buy the Selected Vehicle and pay us a deposit of \$500 for the Selected Vehicle using your credit card (**Deposit**). We will not receive your credit card details and a third party gateway provider will be used to process your payment.
- (b) Only selected Citroën vehicles labelled "Reserve Now" can be reserved online (which varies with stock availability).

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- (c) Once the Deposit has been processed, please retain the reservation confirmation as proof of the Deposit, which must be presented to the Dealer to redeem your deposit. The Dealer will need to take a copy of this for processing and auditing purposes.
  - (d) Once your order is received, the Dealer will contact you to discuss your Selected Vehicle and securing this Selected Vehicle in the event your preferred Dealer does not have available stock.
  - (e) Vehicle delivery times varies based on complexity and demand for the Selected Vehicle. Delivery times can vary from 1 week and up to 6 months in rare circumstances. Conditions of purchase are subject to COVID-19 State and Federal Government public orders and regulations, which may result in wait times being extended. Your Dealer will be able to provide you more up to date advice and discuss delivery options with you, including delivery to your place of residence.
  - (f) If you would like to transfer the Deposit to another vehicle in the Citroën vehicle range, this will be permitted in consultation with the Dealer.
  - (g) The Deposit cannot be used on anything other than the purchase of a new Citroën vehicle from an authorised Citroën dealer.
  - (h) The payment of the Deposit does not secure ownership of the Selected Vehicle. **Rather, the Deposit is an offer from you to the Dealer for you to purchase the Selected Vehicle, subject to the Selected Vehicle being available.** For the offer to be accepted, and to buy the Selected Vehicle, you will need to go to the Dealer (subject to COVID-19 State and Federal Government public orders and regulations), agree a final specification and purchase price for the Selected Vehicle with the Dealer (along with the price for any vehicle you wish to trade-in with the Dealer), and sign a contract of sale with the Dealer for the purchase of the Selected Vehicle (**Dealer Contract of Sale**).
  - (i) The Dealer Contract of Sale will be a legally binding contract. Once you sign a Dealer Contract of Sale:
    - (i) you will be legally obliged to buy the Selected Vehicle by paying the Dealer the purchase price you agree with the Dealer for the Selected Vehicle, less the amount of the Deposit;
    - (ii) the Dealer will (subject to COVID-19 State and Federal Government public orders and regulations) deliver the Selected Vehicle to you in accordance with the Dealer Contract of Sale; and
    - (iii) we will pay the Deposit to the Dealer.

### 3 Refund of the Deposit

- (a) You may cancel your offer to buy the Selected Vehicle and seek a refund of the Deposit from us at any time before signing the Dealer Contract of Sale by emailing [crt@citroen.com.au](mailto:crt@citroen.com.au). After

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receiving the refund request, we will refund the deposit in full to the credit card you used on the Website to pay the Deposit.

- (b) If you cancel your offer and request a refund of the Deposit, the Dealer will be able to sell the Selected Vehicle to someone else. If you cancel your offer and request a refund, and later change your mind and wish to place a deposit another Citroën vehicle, you will only be able to do so if there is available stock of the selected vehicle.
- (c) Subject to COVID-19 State and Federal Government public orders and regulations, within five (5) days of you being notified by the Dealer that the Selected Vehicle is available for purchase, you will be required to complete and sign the Dealer Contract of Sale in your name for the Selected Vehicle and pay the Dealer the purchase price less the Deposit for the Selected Vehicle. For the avoidance of any doubt, you cannot nominate another person or entity as the purchaser under the Dealer Contract of Sale.
- (d) The Dealer will be entitled to reject your offer to buy the Selected Vehicle if you fail to sign the Dealer Contract of Sale in your name and pay the Dealer the required purchase price within the timeframe mentioned.
- (e) You can withdraw your offer to buy the Selected Vehicle by sending the Dealer written notice confirming your withdrawal, at any time before you sign the Dealer Contract of Sale.
- (f) The Deposit is refundable at any time up until when you sign a Dealer Contract of Sale. Once you sign the Dealer Contract of Sale, the deposit is non-refundable.
- (g) The Deposit is not assignable by you to another party.
- (h) You acknowledge and agree:
  - (i) that final Selected Vehicle production and availability numbers are presently unknown;
  - (ii) that you have not relied on any representation or warranty as to:
    - (1) the Selected Vehicle's expected price, features, specifications and possible availability dates;
    - (2) the trade-in price and/or value of any vehicle(s) you may own that you may wish to trade-in for the Selected Vehicle.
- (i) We hold the Deposit pending you signing of a Dealer Contract of Sale with the Dealer. Once we pay the Deposit to the Dealer, to the full extent permitted by law, our obligations in relation to the Deposit will cease. You may be entitled to seek a refund of the Deposit from the Dealer in certain circumstances, depending on the terms of the Dealer Contract of Sale you sign, applicable statutory cooling off periods and your rights under the Australian Consumer Law.

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#### 4 Privacy

- (a) We collect the personal information you provide on the Website to provide the Service, and may, for this purpose and for the purpose of processing your deposit for a Selected Vehicle, disclose such information to third parties, including but not limited to agents, contractors, service providers, and our authorised Citroën dealers.
- (b) Where you have consented on the Website to receiving direct marketing communications from us, we may use the information you have provided to send you marketing communications.
- (c) For full details of how we may use and disclose your personal information, see our Privacy Policy at <https://www.citroen.com.au/tools/privacy-policy.html>.

#### 5 Other

- (a) By using the Service, you represent and warrant that all information you provide on the Website is true and accurate. If at any time we discover that any of the information you have provided is not true or not accurate, we reserve our right to cancel your Deposit for the Selected Vehicle.
- (b) These Terms and Conditions form the entire agreement between you and us in respect of the Deposit and your offer to buy the Selected Vehicle from the Dealer.
- (c) Nothing in these Terms and Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (ACL) as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (or any liability under them) which by law may not be limited or excluded.
- (d) Any cost associated with accessing the Website is your responsibility and is dependent on the internet service provider used.
- (e) If any provision of these Terms and Conditions is held to be prohibited, invalid or unenforceable in any jurisdiction:
  - (i) that provision is ineffective to the extent of the prohibition, invalidity or unenforceability in that jurisdiction;
  - (ii) the validity or enforceability of that provision is not affected in any other jurisdiction;
  - (iii) the remaining provisions of these Terms are not affected.
- (f) To the full extent permitted by law, we exclude all liability for any loss (including any damage, claim, injury, cost or expense, including loss of opportunity) which you may suffer or incur in connection with the Service, including but not limited to any technical difficulties or access issues with the Website (whether or not under our control).
- (g) We reserve the right to cancel the Service for any reason and at any time.

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- (h) Your use of the Website is governed by our website terms of use at <https://www.citroen.com.au/tools/privacy-policy.html>.
  - (i) These Terms and Conditions are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of those courts.
  - (j) We may revise and amend these Terms and Conditions from time to time by posting them on the Website. You will be subject to the Terms and Conditions in force at the time that you pay your Deposit.