



General conditions of Citroën Service Contracts

CITROËN MAINTENANCE CONTRACT payment by instalments

This **Contract** sets out the terms and conditions of the CITROËN MAINTENANCE CONTRACT Payments by instalments **CONTRACT**, (hereafter referred to as the « **Contract** ») offered by CITROËN UK LTD.

CLAUSE 1 – QUALIFYING INDIVIDUALS (hereafter referred to as You)

- **You** will be considered to be an individual who qualifies for this **Contract** if **You** own a Qualifying vehicle and apply within the Subscription Period (see Clauses 2 and 3 below).

- **You** will receive from CITROËN UK LTD a letter and an accreditation card approximately 6 weeks after the date of entering into the **Contract**. If **You** do not receive this card within the stated period, **You** must notify the selling Dealership.

CLAUSE 2 – LENGTH OF THE CONTRACT AND CONTRACT MILEAGE LIMIT

2.1 The present **Contract** is valid for a period in months as set out in the **Contract** Schedule, commencing from the Vehicle First Registration Date, or for a maximum mileage as set out in the **Contract** schedule, counting from the zero mileage of the new vehicle. The **Contract** will terminate when one of the two terms (period or mileage) expires, whichever is the sooner, unless terminated earlier in accordance with the terms of this **Contract**.

2.2 The **Contract** period and total mileage cannot exceed the following limits:

48 months - 150,000 miles (from vehicle first registration date and zero mileage retrospectively)

2.3 **You** may subscribe to this **Contract** within 2 months of the Vehicle First Registration Date and on condition that the said vehicle has not exceeded the mileage at which the first scheduled service or (if applicable) first annual service is due as detailed in the vehicle's Maintenance and Warranty Guide and that it has been:

- repaired and serviced according to the recommendations in the vehicle's Maintenance and Warranty Guide, and
- in the event of a fault that is the responsibility of the manufacturer, repaired by a member of the CITROËN Authorised Repairer network.

2.4 A vehicle that is under the terms of the **Contract** that is kept off the road will not receive an extension to the **Contract** length.

2.5 The **Contract** shall cease automatically on the date of receipt of a request for termination by **You**, or on the first failure by **You** to make a payment, or when the period of the **Contract** has expired, or when the vehicle's mileage reaches the mileage limit, whichever is the sooner.

CLAUSE 3 – QUALIFYING VEHICLES AND VEHICLE USE

3.1 The **Contract** can be applied to vehicles included in the CITROËN UK LTD price list in force on the start date of the **Contract**, and is restricted to those vehicles that are registered and used principally within the UK.

3.3 This **Contract** will not cover vehicles used for short period hire for a period of less than 12 consecutive months, taxis, driving school vehicles, ambulances, vehicles that have been technically modified, imported vehicles, electric vehicles, vehicles used for competitions or rallies (this list is not exhaustive).

3.4 **You** must be able to support your use of the vehicle by the provision of a copy of your motor insurance certificate.

3.5 The **Contract** is not transferable.

CLAUSE 4 – TERRITORIES COVERED

This **Contract** shall provide cover throughout the CITROËN AUTHORISED REPAIRER network in the United Kingdom and in the following countries: mainland France (including Corsica) and the Principality of Monaco, Germany, Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain (including Balearic and Canary Islands), Finland, Gibraltar, Greece, Hungary, Ireland, Iceland, Israel, Italy, Liechtenstein, Luxembourg, Macedonia, Malta, Morocco, Norway, Netherlands, Poland, Portugal, Czech Republic, San Marino, Slovakia, Slovenia, Sweden, Switzerland, Tunisia, Turkey.

The above listed territories shall not be used to define CITROËN ASSISTANCE cover, which is subject to its own territorial coverage as defined in Clause 7.

CLAUSE 5 – COVER AND CONDITIONS OF THE CONTRACT

5.1 The benefits of this **Contract** are in addition to the 24 months standard manufacturer's vehicle guarantee and the 12 months optional dealer-provided vehicle guarantee.

5.2 This **Contract** shall only cover servicing and repairs carried out by a CITROËN AUTHORISED REPAIRER.

5.3 The **Contract** covers the following services (including labour costs):

- Periodic maintenance of the vehicle as defined in the vehicle's Maintenance and Guarantee Guide,
- The replacement of normal wearing parts, eg brake pads, wiper blades, clutches (this list is not exhaustive), **excluding** :
 - repair or replacement of components recognised as being defective
 - supplies of fuel and additives,
 - repairs arising due to accidents, theft, fire, bad weather, natural disasters, riots, vandalism
 - repairs or replacement of glass, lamps, optic units, rear view mirrors, door handles and seals, locks,
 - lost keys, trims or remote controls,
 - repairs to bodywork, to paintwork, washing, polishing, cleaning,
 - repairs or replacement of accessories or equipment not fitted as standard,
 - repairs or replacement arising due to repairs, conversions, modifications, adaptations, or the fitting of accessories or equipment on the vehicle, in each case where not approved by the Manufacturer,
 - repairs or replacement causally linked to the use of fluids or parts which are not genuine or of equivalent quality,
 - repairs or replacement arising due to consequences of abnormal use of the vehicle (overloading, entering in competition, etc.), or the negligence or inexperience of the driver,
 - repairs or replacement arising due to consequences of maintenance not in conformity with the Manufacturer's Maintenance and Guarantee Guide.
 - modifications required to make the vehicle conform to new legislation subsequent to the vehicle's manufacture.
 - the repair or supply of tyres.
- The cost of any MOT Inspections as required by current legislation, for which the customer is obliged to use the CITROËN AUTHORISED REPAIRER network. i.e. for a 36 month contract one MOT inspection is covered, whilst for a 48 month contract two MOT inspections are covered.

5.4 **You** will benefit from the services of CITROËN ASSISTANCE, as defined in Clause 7, until this **Contract** expires or terminates.

5.5 The **Contract** is subject to the terms and conditions listed below:

- The vehicle must be regularly maintained in compliance with the Manufacturer's Maintenance and Guarantee Guide. In the case of an incident or fault which is covered by the **Contract**, the vehicle must be inspected by a CITROËN AUTHORISED REPAIRER on the first possible day following the discovery of the incident or fault.
- In the event of a dispute over the application of the **Contract** concerning a given repair, **You** may request a second opinion from a jointly agreed qualified third party, at your own expense. This expense will be reimbursed to **You** if the second opinion confirms that the repair is covered by the **Contract**.
- CITROËN UK LTD directly pays the cost of repairs carried out in the UK and covered by the **Contract**. If the vehicle requires attention in other countries covered by the **Contract**, the repairs must be carried out by a CITROËN AUTHORISED REPAIRER and **You** have to pay the invoice price to the latter. **You** will obtain reimbursement by submitting the original paid invoice(s) to a UK CITROËN AUTHORISED REPAIRER upon your arrival back in the UK and by providing the vehicle for inspection to the same UK CITROËN AUTHORISED REPAIRER.
- Any repair carried out under the terms of the **Contract**, with or without replacement of parts, will not have the effect of extending the length of the **Contract**.
- Parts replaced under the terms of the **Contract** shall become the property of CITROËN UK LTD.

CLAUSE 6 – CONDITIONS OF PAYMENT

6.1 From the start date of the **Contract**, and throughout its duration, the instalments will not vary, unless there is a change in the fiscal regime, in which case both parties undertake to accept the effect on the instalments.

The instalments are to be made during the effective period of the **Contract**. The amount has been calculated assuming that the payments are made throughout the period set out in the Schedule.

Consequently:

Where the **Contract** was taken out after the handover of a new vehicle, the instalment which would normally have fallen due up until this date is payable by the customer immediately and is invoiced to them with the first instalment due after subscription to the **Contract**.

6.2 **You** will pay the specified **Contract** instalment payments to CITROËN UK LTD at the times stated in the attached Schedule together with:

- any advance payment
- any other payments shown under Service Charges; and
- any other sum payable under the **Contract**.

6.3 **You** are asked to make all payments due under the **Contract** by direct debit. Should **You** choose to make a payment by any other method **You** will be responsible for ensuring that such payments are made when due, and liability for any payments that fail to reach CITROËN UK LTD will lie with **You**. Punctual payment of each instalment payment is required on the due date and time shall be of the essence.

6.4 Without prejudice to CITROËN UK LTD's right to terminate for **Your** failure to make a payment, pursuant to Clause 2.5, if **You** fail to pay any sum due under the **Contract**, on the due date, CITROËN UK LTD will charge **You** daily interest on the outstanding sum at the rate of 5% above Finance House Base Rate. Interest will be charged from the date of payment until the actual date of payment (inclusive).

6.5 Without prejudice to CITROËN UK LTD's right to terminate for **Your** failure to make a payment, pursuant to Clause 2.5, if any payment due under the **Contract** is not paid CITROËN UK LTD shall be entitled to charge **You** administration costs, in addition to interest payable under clause

6.4, in the sum £25 for each subsequent period of 30 days (or any part thereof) that the said payment remains unpaid, such charge being payable on demand and being agreed between **You** and CITROËN UK LTD as liquidated damages and considered as fair payment for the costs incurred.

6.6 The Service Charge as set out in the attached Schedule and payable under the **Contract**, and any other charges payable under the **Contract**, shall be subject to VAT at the appropriate rate in force from time to time and shall be payable by **You** to CITROËN UK LTD together with such VAT.

6.7 The invoicing and collection by direct debit of all sums payable under the **Contract** will be carried out by Banque PSA Finance UK Branch trading as Citroën Financial Services or Citroën Contract Motoring acting as the agent of CITROËN UK LTD through Citroën franchised New Vehicle dealers.

6.8 **We** reserve the right to increase the monthly instalment by giving **You** one month's notice in writing.

CLAUSE 7 – BENEFITS OF CITROËN ASSISTANCE

The benefits of Citroën Assistance, as set out in the Manufacturer's Maintenance and Guarantee Guide as amended from time to time will be available to **You** at all times while the **Contract** is in force. Citroën Assistance may provide any or all of the following cover: Roadside Assistance, Recovery, Assistance From Home, Onward Travel and European Cover.

Please be aware that, for vehicles registered after 1st January 2005, Citroën Assistance does not include situations where the incident does not stem from a vehicle fault. For example:

- Keys lost, stolen or locked inside the vehicle
- Use of wrong fuel or running out of fuel
- Road traffic accidents
- Punctures or wheel changes

This list is not exhaustive but is only a summary of the most common situations not covered by Citroën Assistance.

CLAUSE 8 – OPTIONS

The following two options are available under the Contract on payment of an additional charge. Both of these options can be taken out.

▪ Tyres :

The costs resulting from the replacement of tyres of the same specification to those originally fitted to the vehicle described in the Schedule. Brand and specifications of tyres follow Citroën UK recommendations. Also covered are wheel balancing and puncture repairs. Replacement tyres arising from normal use of the vehicle only will be covered by the present **Contract**. Any abuse will result in an immediate termination of the **Contract** (see Clause 9)

▪ Relief vehicle:

• Servicing / MOT:

Provision of a relief vehicle of equivalent level or level immediately above the vehicle described in the Schedule for one day only for each periodic maintenance of the vehicle as defined in the vehicle's Maintenance and Guarantee Guide and for any MOT Inspections that are covered under **Contract**

CLAUSE 9 - TERMINATION OF CONTRACT

9.1 In the event of an accident or other event resulting in the insurer declaring the vehicle not worth repairing on either technical or economic grounds, the **Contract** is automatically terminated from the date of the accident or other event. **You** must inform **Us** promptly in writing of the insurer's declaration. If the vehicle has been stolen and is not recovered 30 days after being reported stolen, the **Contract** will be automatically terminate from the date of the theft. **You** must inform **Us** promptly in writing on the expiry of such 30 day period.

9.2 In the event of the vehicle being sold, **You** must inform us promptly in writing of the sale, enclosing evidence (copy of the bill of sale). The **Contract** will be terminated at the end of the month in which the sale occurred.

9.3 In the event of the vehicle being exported from the UK and/or ceasing to be registered in the UK, **You** must promptly inform **Us** of such in writing, enclosing evidence. The Contract will automatically terminate from the date of export or cessation of registration in the UK, or if both, whichever occurs sooner.

9.4 Subject to its other rights, notably that of claiming damages, CITROËN UK LTD has the right to terminate the **Contract** with immediate effect by recorded delivery letter in the event of you failing to fulfil any of your obligations, including:

- On the first failure to make a payment,
- If parts or accessories have been fitted or modifications made to the vehicle that are not approved by the manufacturer,
- If the vehicle has been overloaded or used in a sporting competition,
- If the mileage recorder has been disconnected reset to zero or falsified.

9.5 **You** may terminate this **Contract** by giving **Us** 3 months' notice in writing. For the avoidance of doubt the notice period shall begin on the day of receipt of the notice by **Us**.

9.6 If the **Contract** is terminated under this clause 9, **You** will incur an administration cost (£25 plus VAT) invoiced to **You**.

CLAUSE 10 – CONSUMER DATA PROTECTION

The information provided by **You** at the time the **Contract** is entered into, is passed to **Us** and, if necessary to other members of the Citroën franchise network and associated companies, in order to provide **You** with the appropriate level of service and any other services or products that **We** would like to inform **You** of, from time to time. **You** have right of access to and correction of this information through Citroën UK Ltd, Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND. Please inform **Us** if **You** do not wish to receive any further information, by writing to the same address.

CLAUSE 11 – INVALIDITY

If any court or competent authority decides that any of the provisions of this **Contract** is invalid, unlawful or unenforceable to any extent, that term will, to the extent that it is invalid, unlawful or unenforceable only, be severed from the remaining terms. The remaining terms will continue to be valid to the fullest extent permitted by law.

CLAUSE 12 - WAIVER

No failure or delay by a party to exercise any right or remedy provided under this **Contract** or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

CLAUSE 13 – THIRD PARTY RIGHTS

Only parties detailed in this **Contract** shall have any rights of action under the terms of this **Contract**.

CLAUSE 14– NOTICES

Notices issued to **You** by CITROËN UK LTD under the terms of this **Contract** shall be forwarded by recorded delivery post to the address **You** have provided for the completion of the **Contract** documents or to any address **You** subsequently notify to CITROËN UK LTD.

Notices issued by **You** to CITROËN UK LTD under the terms of this **Contract** must be made by recorded delivery post and addressed to the Company Secretary, CITROËN UK LTD, Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND.

CLAUSE 15 – ASSIGNMENT

You may not transfer any of Your rights or obligations under this **Contract** to another person without CITROËN UK LTD's prior written consent. If CITROËN UK LTD plans to transfer all or any of its rights and obligations under this **Contract** to another organisation, it will notify **You** in advance.

CLAUSE 16 – ENTIRE AGREEMENT

This **Contract** constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this **Contract**, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this **Contract**. Nothing in this clause shall limit or exclude any liability for fraud.

CLAUSE 17 – DISPUTES

This **Contract** and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.