

TERMS & CONDITIONS

IMPORTANT

1. All questions and sections of the application must be completed fully, failure to do so will delay the progression of your application.
2. We accept payment by credit, debit or bank transfer.
3. If the premium is paid by cheque, an additional seven days is required for clearance before the Carnet will be issued. Payment should be submitted to CARS on receipt of our invoice.
4. By completing, signing and submitting this application you are agreeing to the Carnet Terms & Conditions which have been sent to you.
5. The fully completed, signed and dated Terms & Conditions must be uploaded to your application along with your supporting documents.

Please check that you have attached the following documents:

- Clear and legible colour copy of passport for you and all additional drivers
- Clear and legible copy of photocard driving license for you and all additional drivers. If you do not have a photocard license please send in a copy of the paper version
- Clear and legible copy of vehicle registration documents in your name and address
- Letter of authority from registered vehicle owner, if appropriate

In assessing your application, we and/or our agents may undertake checks on you and your additional drivers, for example to prevent fraud and check your identity. We may also carry out additional checks on your vehicle. By completing this application form you consent to these checks being completed. We aim to process your application within 3-4 weeks of us receiving all of the required documents to support your application and cleared funds against our invoice. This timeline is dependent on there being no complications with your application.

Carnets issued cannot be post-dated, the Carnet will be dated in line with the date of printing.

There is a minimum vehicle valuation of £1000.00

The cost of your Carnet is made up of:

- Carnet Document Fee
- Part-refundable deposit guarantee OR non-refundable CARS UK Risk fee

All Carnet's should be returned by secure or recorded post.

Any applicable refunds can take up to 8 weeks to process.

The Carnet only relieves you from paying any duties which might otherwise be applicable to you by virtue of you entering the country you are temporarily visiting. The Carnet does not cover loss or damage to the vehicle itself.

Neither the Carnet nor any associated payments made will relieve you of paying duty should the necessity arise due to your breach of the Carnet terms or otherwise. If duty does become payable and CARS are called to make payment on your behalf then we or our agents are entitled to recover any duty from you plus penalty fees.

DECLARATION AND AGREEMENT

To be read and signed by the applicant:

Your use of the carnet

- 1) The Carnet de Passages (CPD) is required for my personal use.
- 2) All particulars given by me in the application and in all past and future correspondence with CARS United Kingdom Limited (CARS) are true and complete.
- 3) I am not principally resident in any of the countries I propose to visit.
- 4) I will comply with the Customs laws and regulations of the country visited governing temporary importation of motor vehicles, particularly all instructions applying to the use of the CPD (entry visa, exit visa etc) (These can be obtained by contacting the customs authority of the countries you are visiting).
- 5) I agree to use the Customs documents strictly in accordance with these terms and those on the CPD itself and the directions of the Customs authorities concerned.
- 6) I agree that the Customs documents remain the property of CARS and that I will return them on completion of my trip or within 3 months of their expiry date whichever is sooner.
- 7) I have not resided in any of the countries listed on the application form for an aggregate period exceeding twelve months during the twenty-four months immediately preceding the date of importation of the vehicle into the country in question.
- 8) I will export the vehicle and any items listed on the CPD from the visited country or countries within the time limit prescribed by the national Customs legislation and will ensure, when leaving the visited country that the CPD which remains the property of the CARS has been discharged by the Customs authorities.
- 9) I will notify CARS and the Guarantor Association in the country visited as soon as possible of any circumstances (damage, confiscation etc) preventing or delaying exportation of the imported vehicle and/or other items on the CPD.
- 10) I will ensure that the CPD is discharged by the Customs authority in the relevant country and CARS have been informed before selling the vehicle, or modifying its characteristics, or if it has been written off for any reason, or destroyed under Customs control. (The holder must return the CPD, after having it properly discharged, to CARS).
- 11) I will return the CPD to CARS after having it properly discharged as soon as possible after use or at the latest expiry of the CPD's validity. To discharge the CPD properly you must ensure that the customs authority in the countries that you visit has stamped the CPD in the correct place and with the correct date on your arrival and departure from the country. The stamp must be clear and legible and the dates must fall within the CPD validity period.
- 12) I will provide a completed Certificate of Location (found on the last page of the CDP) before the CPD is returned to CARS if it has not been properly discharged by the Customs of the last country in which it was used for temporary importation.
- 13) I will provide (if required by CARS) after the expiry of the CPD (in order to protect CARS and myself) a completed Certificate of Location in the country of registration or final importation in order to avoid any dispute regarding the authenticity of a Customs exit visa.
- 14) I will reimburse CARS upon presentation of an account for any expenses (including payment of Customs taxes) under the issuing association guarantee, including costs arising from any incorrect information supplied by me.
- 15) I authorise CARS to take at my expense all reasonable legal steps to avoid payment of Customs duties and/or charges and to use any security and/or deposit held for this purpose.
- 16) I authorise CARS to obtain from any public or private authority details of my address and any other information necessary to deal effectively with any enquiry arising from my use of a CPD or other Customs document issued under the issuing association guarantee.

- 17) I confirm that my stay in any of the countries listed on the application form will only be temporary and of less than six months' duration (in line with local requirements). (Note: up to twelve months is allowed in certain countries. CARS can advise).
- 18) I agree to export the vehicle from the countries listed on the application form within the period of validity of the Customs documents.
- 19) I agree to reimburse CARS in respect of any reasonable payment they may have to make to satisfy the claim(s) of any Customs authorities in respect of the vehicle arising out of the issue of the Customs documents to me or my use thereof.
- 20) I acknowledge that this is not a motor insurance policy and will not cover any loss or damage to the vehicle itself, or any of its contents, or any injury to the driver passenger or any third party.
- 21) I acknowledge that issuing of the CPD and any letters of authority does not guarantee that the CPD will be accepted by local Customs. Acceptance of the CPD is solely at the discretion of the customs authority in the relevant country. No refund will be offered in these circumstances, except as provided below in section 'Your right to cancel'.
- 22) I acknowledge that the CPD will not cover any spare parts/tools or other items taken in the vehicle. If this is required you must discuss this with CARS at the time of making the application who will advise on your individual circumstances and if this can be arranged and any addition costs involved.
- 23) I will ensure that CARS has up to date postal address in the UK and email address for me and understand that if CARS need to contact me, they will use the last known details provided.

The Vehicle to which the CPD relates

- 24) The vehicle is owned by me, or I am authorised by the owner to make full use of it;
- 25) I will ensure that I have complied with any necessary legal or taxation obligations in the UK and the countries that I visit, including obtaining appropriate motor insurance.
- 26) The vehicle is not the property of any person or firm resident or established in any of the countries into which I shall be temporarily importing it whether or not under cover of any Customs documents for which I now apply or in any other country for which such Customs documents are valid.
- 27) I will not place the vehicle at the disposal of a person or firm having a residence or business in the country of temporary importation, nor use the vehicle between points within that country for transport of local goods or passengers against remuneration or other considerations unless specifically authorised by the Customs authorities. (Exceptionally if it is necessary to put the vehicle at the disposal of a third-party non- resident in the country of temporary importation, I will contact CARS for instructions before taking any action.)
- 28) I have not kept or will keep the vehicle or any other temporarily imported vehicle in any of the said countries for an aggregate period exceeding twelve months during the twenty-four months immediately preceding the date of importation of the vehicle into the country in question.
- 29) I agree not to leave, use for hire, lend or sell the vehicle in any of the countries to be visited or otherwise contravene the conditions of the temporary importation facilities applicable.
- 30) I agree to place the vehicle or the salvage in safe custody if it is seriously damaged or destroyed by fire or other cause while in any of the said countries and to report the event immediately to CARS, and to the local customs authority.

Changes in Legislation/Customs requirements

- 31) I understand that requirements may change in different countries at any time and CARS cannot be held responsible for any such changes, or any costs incurred as a result.
- 32) I understand that CARS cannot be held responsible for the effects of any changes in temporary importation regulations which have either not been officially communicated to the AIT/FIA or are amended after the issue of the CPD.
- 33) CARS is not responsible for actions taken by local customs or authorities, and will not be liable for any costs or expenses incurred as a result. Additional fees will apply if CARS are required to make contact with overseas customs or official bodies.

Lost/Stolen Carnet

- 34) In the event of the CPD being lost or stolen, I will notify CARS immediately and provide CARS with a completed Certificate of Location made out by the authorities of the country of registration or final importation dated beyond the expiry of the CPD.
- 35) If a replacement CPD is required, the cost of the CPD will be charged in the same way as the original CPD. The expiry date on the replacement CPD will be the same as the original.

Your Right to Cancel

- 36) You are entitled to cancel your CPD by notifying CARS and returning the unused CPD within 14 days from the CPD start date. In these circumstances CARS will refund the amount paid by you, excluding the cost of the CPD booklet and any administration fees. Any costs incurred for returning the documentation will not be met by CARS.
- 37) Any CPD which has been used or stamped will not be refunded.
- 38) Cancellations made after 14 days from the start date of the CPD will not be refunded.

Deposit

- 39) You will be asked to leave a deposit.
- 40) No interest will accrue in part, or total on any deposit paid to CARS.
- 41) If your CPD is returned to CARS by secure or recorded post, appropriately stamped, or with a certificate of location within 3 months of the date the CPD expired, you will be entitled to a part refund of the amount of deposit paid. After the expiry of 3 months CARS will be entitled to retain the deposit.
- 42) The deposit will be returned to you within 8 weeks of CARS accepting that all necessary paperwork has been received.
- 43) No interest will be paid to you on return of your deposit.

Refunds

- 44) If any part of the fees you pay for the CPD are refundable, this will be clearly noted on the CPD invoice.
- 45) No interest will accrue or be paid to you on any amount to be refunded. Any request for a refund will only be paid if your CPD has been returned with the appropriate stamps within 3 months of the date of the CPD expired.
- 46) Refunds will be made by electronic payment only and can take up to 8 weeks after CARS accept that all necessary paperwork has been received. The Customer is responsible for providing correct bank details.
- 47) Refunds to banks outside of the UK and in currencies which are not sterling will only be made in exceptional circumstances. CARS will make a charge of £20.00 for these transfers and Customers are responsible for any fees charged by their bank.
- 48) Refunds made in currencies which are not sterling will be made at the effective exchange rate of the day the refund is processed. CARS is not liable for any currency losses as a result.

Checks we will carry out on you and your vehicle

- 49) In assessing your application, we and/or our agents may undertake checks on you and your additional drivers, for example to prevent fraud and check your identity. We may also carry out additional checks on your vehicle.
- 50) In order to prevent and detect fraud or other illegal activities we may at any time share information about you with other organisations and public bodies including but not limited to the police, Passport office, HMRC, international customs and the Serious Organised Crime Agency.

Your Personal Details

51) CARS may disclose your information to our service providers and/or agents and local customs authorities to administer your CPD and to ensure that necessary securities are in place and in responding to or discharging any claim brought against your CPD.

52) When you give us information about another person you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data and to receive on their behalf any data protection notice.

I confirm that the details provided are correct and I agree to the Carnet Terms & Conditions:

Customer Name:	
Customer Signature:	
Date:	

CARS Carnet Services postal address:

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The Old Airfield Site,
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Suffolk,
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