



Tour Operator Agreement Terms and Conditions

These Terms and Conditions apply to bookings for travel with Eurotunnel where travel occurs from the 11th of June 2019 and will continue to apply until they are amended by Eurotunnel. Booking and travel with Eurotunnel after the above date shall be deemed to constitute acceptance of these terms and conditions.

1. Definitions

1.1 In this Agreement the following words and phrases shall have the following meanings:

| | |
|---------------------------------|---|
| Agreement | These Tour Operator Terms and Conditions, Eurotunnel's Ticket Terms and Conditions and Eurotunnel's Conditions of Carriage as may be amended from time to time; |
| Booking | a booking issued by Eurotunnel to the Tour Operator for travel on Eurotunnel's Shuttle service with a Qualifying Vehicle pursuant to which a Booking Reference Number in the name of the Lead Passenger will be issued and communicated to the Tour Operator; |
| Booking Reference Number | a unique reference number issued by Eurotunnel in respect of each Booking; |
| Credit Terms | such arrangements as may be offered by Eurotunnel from time to time in writing relating to payment by the Tour Operator to Eurotunnel in respect of Bookings; |
| Day Trip Package | a trip originating in United Kingdom being a package comprising a day return travel on the Shuttle with a Qualifying Vehicle together with another element (e.g. golf, lunch) which has first been approved by Eurotunnel; |
| Duration | the period of the Booking commencing on the outbound date and expiring on the return date; |
| Employees | any of the Tour Operator's authorised employees; |
| Eurotunnel | Together The Channel Tunnel Group Limited and France-Manche S.A. |
| Fixed Link | the Channel Tunnel link as defined by the Treaty of Canterbury between the United Kingdom and France signed on 12 February 1986; |
| Full Package | a trip originating in the United Kingdom being a package comprising return travel on the Shuttle with a Qualifying Vehicle together with static sleeping accommodation (eg. hotel, cottage, apartment, tent, caravan, etc) for a minimum of 50% of the Duration; where the Duration is of 3 days or less, a minimum of one night's accommodation shall be booked; |
| Inclusive Package | Day Trip Package or Full Package; |
| Lead Passenger | the Passenger in whose name the Booking is made and whose name appears on the Booking; |
| Passenger | any person travelling as part of an Inclusive Package with the Lead |

Passenger;

| | |
|---------------------------|--|
| Qualifying Vehicle | any private car, motor cycle or camper van, including any trailer attached thereto not used for the carriage of goods or articles to be sold commercially or used industrially; |
| Shuttle | a Eurotunnel Shuttle train; |
| Tour Operator | the Tour Operator whose details are specified herein; |
| Tour Operator Rate | the price of travel on the Shuttle offered by Eurotunnel from time to time applicable solely to Bookings made as part of an Inclusive Package; |
| Travel Document | The document issued to the Lead Passenger by the Tour Operator bearing the name of the Lead Passenger together with Eurotunnel's 8-digit Booking Reference Number and details of the accommodation or other element as approved by Eurotunnel as part of an Inclusive Package. |

1.2 In this Agreement words importing the singular shall include the plural and vice versa and words importing one gender shall include all genders and reference to paragraphs clauses and schedules are references to the paragraphs clauses and schedules of this Agreement.

1.3 The headings in this Agreement and any use of underlining or emphasis are for convenience only and shall not affect its construction.

2. Tour Operator's Obligations

2.1 The Tour Operator shall print and distribute, at its own expense, brochures containing details of all Inclusive Packages operated by it and shall supply one copy of each edition to Eurotunnel at the address for service specified on the final page of this Agreement. All brochures shall comply with Eurotunnel's corporate text guidelines as issued from time to time and shall not in any event be printed or distributed without the prior written approval of Eurotunnel.

2.2 The Tour Operator shall not use any of Eurotunnel's trade names, logos or trademarks or other intellectual property without the prior written approval of Eurotunnel.

2.3 The Tour Operator shall not make Bookings except as an integral part of an Inclusive Package.

2.4 The Tour Operator shall issue all Lead Passengers with Travel Documents, which shall be available for inspection by Eurotunnel. The Tour Operator shall notify Lead Passengers that if they fail to produce evidence of their accommodation or the element of their Day Trip Package as approved by Eurotunnel upon request the Booking will become invalid and the Lead Passenger shall be required to purchase a non-refundable ticket at the full public fare applicable to the day of travel before travel will be permitted.

2.5 The Tour Operator shall comply with all directions periodically issued by Eurotunnel relating to its services.

2.6 The Tour Operator shall not make any promises, guarantees, representations or warranties whatsoever whether written or oral on behalf of Eurotunnel or in respect of Eurotunnel's services unless expressly authorised by Eurotunnel in writing.

2.7 The Tour Operator shall not pledge or engage the credit of Eurotunnel or enter or purport to enter into any contract on behalf of Eurotunnel.

2.8 The Tour Operator shall advise Lead Passengers of Eurotunnel's check-in times. Failure by Lead Passengers to comply with these times resulting in their not meeting their reserved departure time may result in the Booking becoming invalid and the Lead Passenger shall be required to purchase a

non-refundable ticket at the full public fare applicable to the day of travel before travel will be permitted.

- 2.9 The Tour Operator shall advise Lead Passengers of any Ticket Terms associated with the Booking. The Tour Operator shall also ensure that Lead Passengers are given copies of Eurotunnel's Ticket Terms and Conditions of Carriage.
- 2.10 The Tour Operator shall comply with all relevant laws and regulations including the EC Directive on package travel, package holidays and package tours (90/31/EEC), the Consumer Protection Package Holidays and Package Tours Regulations 1992 (SI1992 no.328) and any other supplementary or replacement laws relating to package holidays, as may be amended from time to time.

3 Tour Operator Rate

- 3.1 The Tour Operator Rate applies solely to Inclusive Packages.
- 3.2 The cost of the Inclusive Package shall be quoted to Passengers as a single, integral price. The Tour Operator shall not disclose the Tour Operator Rate to any Passenger.
- 3.3 The Tour Operator shall not disclose the Tour Operator Rate to any third party without the express written consent of Eurotunnel.

4 Cancellation

- 4.1 Except as provided for in clause 4.2 below, all cancellations of Bookings are subject to Eurotunnel's Ticket Terms.
- 4.2 Where the Tour Operator notifies Eurotunnel of cancellation of Bookings:
- 4.2.1 On the day of outward travel or up to 13 days before the date of outward travel, the full Tour Operator Rate shall be due for payment; or
- 4.2.2 Between 14 and 50 days before the date of outward travel, 50% of the Tour Operator Rate shall be due for payment.

5. Financial provisions

- 5.1 The Tour Operator shall not be entitled to any commission in respect of Bookings.
- 5.2 The Tour Operator shall within 48 hours notify Eurotunnel of all Bookings providing details of the Qualifying Vehicle, the name of the Lead Passenger and the date and time of travel.
- 5.3 Where Credit Terms apply, Eurotunnel shall issue an invoice to the Tour Operator in respect of all Bookings notified in accordance with clause 5.2 above.
- 5.4 Upon receipt of payment in full in respect of Bookings, Eurotunnel shall notify the 8-digit Booking Reference Number to the Tour Operator or at its discretion directly to the Lead Passenger. Passengers shall not be permitted to travel if payment for Bookings remains outstanding.
- 5.5 Unless otherwise agreed by Eurotunnel in writing, the Tour Operator shall pay the amount of each invoice issued under clause 5.3 by no later than the fifteenth day of the month following the month during which the invoice was issued but in any event at least 10 days before the date of travel. Interest on any overdue amounts shall accrue on a daily basis at the rate of 4% above the Bank of England base rate from time to time.
- 5.6 Where Credit Terms apply, all monies collected by the Tour Operator in respect of Bookings shall be held on trust for Eurotunnel until payment is made in full in respect of any invoice relating to such Bookings. In the event that the Tour Operator receives part-payment from any Passenger in respect of Inclusive Packages, such payment so received up to the value of the Tour Operator Rate shall be treated as payment for the Booking.

5.7 Unless Credit Terms apply, all Bookings shall be paid for by the Tour Operator in full at the time of booking. No 8-digit Booking Reference Number in the name of the Lead Passenger shall be issued by Eurotunnel until payment is received in full.

6. Inspection of Records

Eurotunnel reserves the right on reasonable notice to inspect and / or require copies of any information held by the Tour Operator relating to Bookings including records of amounts paid to the Tour Operator in respect of such Bookings.

7. Shuttle Service

7.1 Eurotunnel's Conditions of Carriage shall apply to all travel on the Shuttle.

7.2 The Tour Operator shall notify Lead Passengers of the confirmed departure times.

7.3 From time to time, Eurotunnel may impose restrictions on the use of the Shuttle, in particular, but not limited to, restrictions during peak travel times. The Tour Operator shall notify Lead Passengers that such restrictions may be imposed by Eurotunnel. These restrictions may include (but are not restricted to) restrictions on the towage of caravans and trailers and the carriage of campervans.

8. Liability

8.1 Eurotunnel's Conditions of Carriage, these Tour Operator Terms and Conditions and Eurotunnel's Ticket Terms shall apply to all travel on a Shuttle. These Conditions include certain exclusions of liability which apply to all Passengers and should be read before travelling. The Tour Operator shall provide the Lead Passenger with a copy of these Conditions and must notify all Passengers prior to travelling that Eurotunnel's Conditions of Carriage apply. The Tour Operator will be responsible for ensuring that they have a copy of the current Conditions at any time, which are available on request or from Eurotunnel's website at any time on www.eurotunnel.com.

8.2 The Tour Operator shall be liable to Eurotunnel and shall indemnify and keep indemnified Eurotunnel against any damage, costs, loss, liability or expense of any nature (including but not limited to consequences of loss and loss of profits) arising directly or indirectly out of, or otherwise in connection with, but not limited to:

8.2.1 Any breach of any term of this Agreement by the Tour Operator; and

8.2.2 Any negligent act or omission committed by the Tour Operator or one of its Employees outside the scope of this Agreement; and

8.2.3 the theft, loss or fraudulent use of Booking Reference Numbers where such theft, loss or fraudulent use results from the Tour Operator's lack of prudent care of the same. The Tour Operator shall notify Eurotunnel immediately upon becoming aware of any such theft, loss or fraudulent use.

8.3 Eurotunnel shall not be liable to the Tour Operator for and does not indemnify the Tour Operator against any costs, loss, liability or expense incurred by the Tour Operator arising out of or otherwise in connection with this Agreement.

9. Termination

9.1 This Agreement may be terminated by either party giving to the other not less than thirty (30) days' notice in writing.

9.2 Eurotunnel may terminate this Agreement immediately by giving written notice to the Tour Operator in case of the Tour Operator:

9.2.1 Failing to make payment of any amount falling due to be paid within 7 days of the due date for payment;

- 9.2.2 committing a material breach of any term (other than a payment obligation) under this Agreement which it fails to remedy within 7 days of receipt of the notice of such breach; or
 - 9.2.3 going into liquidation, has a receiver or administrative receiver or similar official appointed over all or any of its assets or is subject to any proceedings in any relevant jurisdiction having a similar effect;
 - 9.2.4 being declared insolvent, or being an individual, is declared bankrupt;
 - 9.2.5 ceasing or threatening to cease to carry on the whole or any material part of its business;
 - 9.2.6 exceeding any credit limit as notified from time to time by Eurotunnel;
 - 9.2.7 making or attempting to make a reservation on behalf of a person not a party to this Agreement;
 - 9.2.8 in the event of a breach of this Agreement by the Client which gives Eurotunnel reasonably justified concerns about the direct impact the Client's business places on the ongoing security of the Channel Tunnel.
- 9.3 Upon termination of this Agreement the Tour Operator shall remit immediately to Eurotunnel all sums due to Eurotunnel including those held on trust by it for Eurotunnel and all papers and materials supplied to the Tour Operator by Eurotunnel in connection with this Agreement.
- 9.4 Termination shall not affect Bookings which have been made and paid for in full prior to the date of termination.
- 9.5 Termination by Eurotunnel of this Agreement shall not release the Tour Operator from any liability in respect of any rights accrued at the date of termination or in respect of any antecedent breaches of this Agreement.

10. Entire Agreement

- 10.1 These Tour Operator Agreement Terms and Conditions, Eurotunnel's Ticket Terms and Conditions and Eurotunnel's Conditions of Carriage together with any schedules and/or side-letters sets out the entire agreement and understanding between the parties in relation to the subject matter of this Agreement. Neither party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other party which is not set out or referred to in this Agreement. This Agreement supersedes all previous proposals, agreements and other communications, whether written, oral or otherwise relating to the subject matter of this Agreement.
- 10.2 Eurotunnel shall be entitled, at its sole discretion, to amend these Tour Operator Agreement Terms and Conditions, Eurotunnel's Conditions of Carriage, and Ticket Terms and Conditions at any time.

11. Confidentiality

- 11.1 Each party shall at all times (both during and after the term of this Agreement) keep confidential all information relating to this Agreement or the activities of the other as may come to its knowledge. Neither party shall, without the prior consent of the other, disclose the same to any other person (except those of its employees whose duties cannot be fulfilled without such disclosure) except in so far as they may be required to do so by law. This restriction shall continue to apply without limitation in time unless and until such information comes into the public domain otherwise than by a breach of this Agreement.

12. Assignment

- 12.1 The rights and obligations under this Agreement constituted hereby are personal to the Tour Operator and may not be assigned without the prior written consent of Eurotunnel.

13. Rights of Third Parties

- 13.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it

14. No Partnership or Agency

14.1 Nothing in this Agreement is intended to, or shall constitute or be deemed to constitute any agency, partnership or joint venture of any kind between the parties, nor constitute any party the agent of the party for any purpose.

15. Severability

15.1 If any part, term or provision of this Agreement shall be held illegal, void or unenforceable, it shall be deleted and will forthwith agree a valid and enforceable substitute provision and the remaining provisions of this Agreement shall continue in full force and effect.

16. Waiver

16.1 Failure by Eurotunnel at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any of its rights nor affect the validity of this Agreement nor prejudice any subsequent action taken by Eurotunnel.

17. Notices

17.1 Any notices to be given under this Agreement shall be in writing and may be sent by e-mail, facsimile or by post. In respect of the Customer: to the address given on the Account Application Form (or to such other address as may be notified); and in respect of Eurotunnel to: Trade Sales, Eurotunnel Le Shuttle, UK Terminal, Ashford Road, Folkestone, Kent CT18 8XX, (e-mail: UKTRADESALES@eurotunnel.com).

18. Governing Law and Jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with English law and both parties irrevocably submit to the jurisdiction of the English courts.

18.2 With respect to liability, the Governing Law clause shall be as set out in the Conditions of Carriage.