

Eurotunnel Le Shuttle Coach Terms and Conditions

1. Definitions

These Terms and Conditions apply to bookings for coach travel with Eurotunnel where travel occurs from 1 January 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.

The following words and phrases shall have the following meanings:

- **Account Application Form** the form that must be completed in order for a Customer to open an account with Eurotunnel to make Bookings
- **Agreement** these Coach Terms and Conditions, the Coach Calendar, the Commercial Terms and Eurotunnel's Conditions of Carriage as may be amended from time to time
- **Booking** a booking issued by Eurotunnel for travel on a Shuttle by a Coach at the Published or Contract Fare
- **Booked Departure** the date and time of travel in relation to the Booking
- **Booking Reference Number** a unique reference number issued by Eurotunnel in respect of each Booking
- **Channel Tunnel** the Channel Tunnel as defined in the Treaty between the UK and France dated 12th February 1986
- **Coach** any passenger service vehicle designed for the carriage of 18 or more seated persons including drivers, the dimensions of which must not exceed:
 - Height 4.2 metres
 - Width 2.55 metres (plus mirrors)
 - Length 18.0 metres (including trailer)
 - Weight 24 tons
- **Coach Calendar** the annual coach calendar detailing Published Fares and tariff bands (green, yellow, red and black) and Fare Terms for coach travel, a copy of which can be obtained from the [Coach Sales Centre](#) email: coachsales@eurotunnel.com or the internet on www.eurotunnel.com
- **Commercial Terms** The agreement between Eurotunnel and the Customer setting out the specific commercial terms applicable
- **Contract Fare** the price for Bookings offered by Eurotunnel to the Customer as set out in the Commercial Terms
- **Credit Account Holder** the Customer whose details are specified on the Account Application Form and to which Eurotunnel has offered credit terms in respect of payment
- **Customer** a person or legal entity which makes a Booking

- **Eurotunnel together** The Channel Tunnel Group Limited and France-Manche S.A
- **Fare Terms** as detailed in the Commercial Terms or as otherwise advised by Eurotunnel
- **Midi Coach** a Coach of not more than 9.0 metres in length
- **Package** a trip originating in the UK or France comprising one-way or return Travel and another element (e.g. accommodation) approved by Eurotunnel
- **Package Tour Agent (PTA)** a Customer, as designated by Eurotunnel at Eurotunnel's sole discretion, which makes Bookings for the sole purpose of resale as part of Packages
- **Passenger** any person travelling in or with a Coach on a Shuttle other than the designated drivers of a Coach
- **Published Fare** as detailed in the Coach Calendar
- **Shuttle** a Eurotunnel shuttle train
- **Standard Coach** a Coach exceeding 9.0 metres in length
- **Travel** the transport on the Shuttle of a Coach and its Passengers

2. Fares

The Customer shall pay for Bookings in accordance with the terms of this Agreement.

3. Customer's obligations

3.1 The Customer shall:-

3.1.1 comply with the terms of this Agreement without limitation. In the event of failure to comply with the terms of this Agreement, the Customer shall, in addition to any other Eurotunnel rights or remedies available to Eurotunnel, no longer be entitled to the Contract Fare and shall pay for Bookings at the Published Fare;

3.1.2 not disclose details of the Contract Fare to any third party without the prior written consent of Eurotunnel;

3.1.3 not permit the use of the Contract Fare by any other person save where the provisions of clause 3.2 apply; and

3.1.4 be fully liable for the actions of all its servants, agents and any other Coach operator who travels on the Customer's account. Eurotunnel reserves the right to claim financial compensation from the Customer for any loss caused by the Customer or any other Coach operator travelling on the Customer's account.

3.2 In respect of Customers which are PTAs, they shall:-

3.2.1 advertise the cost of a Package as a single, all-inclusive price thereby not identifying the element of the Package which comprises the Contract Fare;

3.2.2 notify their customers of all Booking details and any provisions of this Agreement relating to them, and provide them with a copy of Eurotunnel's [Conditions of Carriage](#) and Ticket Terms;

3.2.3 indemnify Eurotunnel against any costs, loss, liability or expenses arising (whether directly or indirectly) from any failure to make the notification referred to in clause 3.2.3; and

3.2.4 not hold themselves out as representing Eurotunnel in any capacity other than as PTA unless otherwise agreed by Eurotunnel in writing.

3.3 The Booking Reference Number shall be quoted by the coach driver at Check-In. If the driver fails to quote the correct Booking Reference Number, the coach driver shall be required to make a new Booking. If the new Booking is made under an account, the Booking shall be charged at the Contract Fare applicable to that account. If no account number is used the Booking shall be charged at the then applicable Published Fare.

3.4 Coaches shall arrive at Check-In not less than 45 minutes (but not more than 2 hours) before their Booked Departure. Coaches must arrive in the boarding area at least 25 minutes before the allocated departure time.

3.5 The Customer shall notify the [Coach Sales Centre](#) at the time of making a Booking if there are any Passengers likely to travel who would face difficulty in exiting unassisted from the Coach or from the Channel Tunnel in the event of an emergency or for any other reason. Failure to disclose such information at the time of making the Booking may result in a delay or denied boarding. Eurotunnel shall have no liability to the Customer in respect of any delay or denied boarding arising from such failure to disclose the required information.

3.6 The Customer shall notify the [Coach Sales Centre](#) when making a Booking if a Coach will be carrying football supporters. The Customer shall supply a full passenger list no less than 48 hours prior to Booked Departure. Details of the match, including the date and venue are also required. Failure to disclose such information may result in the Booking becoming invalid.

4. Conditions of Use

4.1 A Booking is only valid for the Coach stated within the Booking details and for the Booked Departure.

4.2 Eurotunnel shall be entitled to treat any coach driver quoting a Booking Reference Number relating to any Booking made by the Customer under this Agreement as acting as an authorised agent of that Customer. The Customer agrees to be bound by any act or decisions made by the coach driver in relation to that Booking or in relation to any new Booking made by the coach driver.

4.3 Coaches which arrive early may (subject to availability) be able to travel on an earlier departure. As Published Fares and Contract Fares may differ according to the date and time of travel, an additional sum may be payable by the Customer, which will be the difference between the price originally paid and the price applicable to any new departure.

4.4 Coaches which arrive late (i.e. less than 45 minutes before the Booked Departure) will no longer be able to travel on the Booked Departure as the Booking will no longer be valid. In these circumstances, if the coach driver wishes to travel, a new Booking will have to be made at the relevant fare.

4.5 Eurotunnel reserves the right to inspect and search any Coach and examine, remove or repack or otherwise handle the contents of any part thereof if directed or requested to do so by HM Revenue & Customs or any other civil or military authority or if Eurotunnel, in its reasonable opinion and its sole discretion, considers it desirable to do so. Eurotunnel shall not be liable for any costs, loss, damage or non-delivery or delay arising out or otherwise in connection with such action, unless caused by the fault or negligence of Eurotunnel.

4.6 Eurotunnel reserves the right to request details of Passengers and upon receipt of that information may, at its entire discretion, refuse carriage on the Shuttle of such Passengers or any coach carrying such Passengers.

4.7 Customers shall inform Eurotunnel at the time of making their Booking of the likely presence of domestic pets on board the Coach. The carriage of pets is covered by the relevant clause(s) in the [Conditions of Carriage](#). Declaring the presence of pets is mandatory and the responsibility

for doing so rests with the Customer. Dogs, cats, and ferrets are required to be subject to controls prior to embarking for the United Kingdom. These controls are carried out by Eurotunnel and the supplement payable in respect of each animal shall be paid by the Customer at the time of making their Booking. There is no supplement payable in respect of guide dogs for blind persons or for assistance dogs accompanying their owner, subject to the production of documentation attesting to the dogs' status. The controls take place prior to check-in and Customers should allow sufficient extra time. Eurotunnel recommends that Customers contact DEFRA (www.defra.gov.uk) for all relevant information.

4.8 Eurotunnel shall not be liable in the event of delays to crossings arising from Customers' failure to comply with clause 4.7 above, nor shall it be liable for any other consequence of Customers' failures to comply with the Pets Scheme (as set out in the [Conditions of Carriage](#)).

4.9 Failure to comply with the requirements of clause 4.7 may result in the refusal of carriage to the Customer and the Passengers, in which case the Contract Fare shall not be refunded.

4.10 Eurotunnel reserves the right to refuse carriage on the Shuttle and/or terminate the account of the Credit Account Holder upon which travel is made if:

4.10.1 a Coach uses the lanes reserved for Flexiplus passengers unless directed to do so by an authorised member of Eurotunnel staff; or

4.10.2 a Coach driver sets down Passengers anywhere on Eurotunnel premises, in particular at the service station on the UK terminal, without the authorisation of Eurotunnel.

4.11 Vehicles fitted with LPG containers to power domestic services e.g. cooking, refrigeration, heating and water heaters are accepted as long as the containers are switched off, weigh no more than 47kg and are not more than 80% full. If the Customer's vehicle is fitted with such a container, the Customer must declare this at Check-In. LPG (Liquefied Petroleum Gas) and dual powered vehicles (i.e. vehicles fitted with an LPG tank as an alternative fuel) cannot be accepted for transport by Eurotunnel

4.12 General

4.12.1 Black tariff dates are booked as single legs only.

4.13 Specific to Standard Singles

4.13.1 Can be booked on the day of departure.

4.13.2 Valid for single leg journeys.

4.13.3 Valid in either direction.

4.13.4 A return fare is the sum of the outbound and inbound single fares.

4.14 Specific to a 1 & 2 Day return or 3 – 5 Day return fares

4.14.1 Must be booked at least 1 day in advance.

4.14.2 Valid outbound from Folkestone to Calais only.

4.14.3 Fares are calculated using the outbound departure date.

4.14.4 Return journeys exclude Black tariff dates

4.14.5 The return journey to commence before midnight on the last calendar day of the specific ticket type.

5. Payment- Customers who are not Credit Account Holders

5.1 Payment shall be made using a previously approved credit card or cleared cheque or by bank transfer at least 37 days before the Booked Departure.

5.2 For Bookings made less than 37 days before the Booked Departure payment shall be made at the time of Booking.

5.3 Bookings will not be confirmed until Customers comply with relevant payment terms.

5.4 If payment is not received in accordance with clause 5.1, the Booking will automatically be cancelled.

6. Payment- Credit Account Holders

6.1 Payment shall be made by bank transfer to an account specified by Eurotunnel or by such other method of payment as may be agreed with Eurotunnel. Invoices shall be paid no later than the thirtieth day of the month following the month during which the invoice was issued.

6.2 Eurotunnel may at its sole discretion, terminate a credit account by giving notice in writing. In such circumstances, all Bookings made by the Credit Account Holder will be cancelled, except where they have been paid for in full.

7. Invoicing

7.1 Eurotunnel will invoice a Credit Account Holder not more than 28 days before the Booked Departure or, in the case of Bookings made within 28 days of the Booked Departure, immediately.

7.2 The Credit Account Holder shall notify Eurotunnel in writing of any dispute in relation to any invoice within 14 days of the date of the invoice.

7.3 Interest on any unpaid amounts due from any Customer shall accrue on a daily basis at the rate of 4% above the base-lending rate of NatWest Bank plc from time to time.

8. Cancellation or Amendment of Bookings

8.1 Except where the Commercial Terms state otherwise the Customer may cancel or amend its Booking without charge in the following circumstances:

- 8.1.1 any booking other than a 1 & 2 Day Return booking not less than 35 days before the Booked Departure;
- 8.1.2 any 1 & 2 Day Return booking not less than 10 days before the Booked Departure.
- 8.1.3 Black tariff date Bookings are Non Refundable.

8.2 Unless cancelled or amended in accordance with this clause Bookings may not be cancelled or amended and a Customer shall remain liable for the Contract Fare even if the Customer does not travel.

8.3 Cancellation or amendment of any promotional fare bookings may be made in accordance with the fare terms applicable. Where a Customer cancels or amends a promotional fare booking contrary to any applicable fare terms, the Customer shall remain liable for the price of that promotional fare booking.

9. Inspection of Records

Eurotunnel shall have the right on reasonable notice to inspect and/or require copies of any information held by the Customer relating to this Agreement including but not limited to recording of amounts paid to a PTA in respect of Packages.

10. Conditions of Carriage, Ticket Terms, Fare Terms

Eurotunnel's [Conditions of Carriage](#), these Coach Terms and Conditions and Eurotunnel's Fare Terms apply to all Travel on the Shuttle. These are available from Eurotunnel's website or by contacting the [Coach Sales Centre](#) email: coachsales@eurotunnel.com or the internet on www.eurotunnel.com. The Customer shall notify all Passengers prior to travelling that these terms apply and that they contain certain exclusions of liability which apply to the Passenger. The Customer shall indemnify Eurotunnel against all costs, loss, liability or expenses arising (whether directly or indirectly) out of, or otherwise in connection with, any failure of the Customer to make

such notification.

Eurotunnel reserves the right to amend the UK Coach Calendar and Fares with a 30 days written notice period

11. Liability for Injury, Loss or Damage

11.1 In addition to any other indemnities contained in this Agreement the Customer shall indemnify Eurotunnel against any costs, loss, liability or expenses (including such costs, loss, liability or expenses arising out of or in connection with claims made by third parties) arising (whether directly or indirectly) out of or otherwise in connection with:

11.1.1 a breach by the Customer of any terms of this Agreement;

11.1.2 any negligent act or omission committed by the Customer;

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

11.1.4 any breach by the Customer or its Passengers of the Eurotunnel [Conditions of Carriage](#) (provided that where the liability arises out of a breach by a Passenger the Customer's liability shall not exceed £1 million per any one occurrence);

11.1.5 any breakdown of a Coach whilst loaded on a Shuttle or occurring during loading or unloading;

11.1.6 any defects in, or inadequacy or overloading of a Coach;

11.1.7 any death or injury to any third party, including any Passenger, caused by the negligence of the Customer, its servants, its agents or any independent contractor;

11.1.8 the refusal of entry to the Channel Tunnel of any Passenger or whose entry is unlawful for any reason whatsoever.

11.2 Eurotunnel shall not be liable for any costs, loss, liability or expenses incurred by any Customer arising out of or otherwise in connection with:

11.2.1 any delay in the boarding of any Coach on a Shuttle, its exit from the Shuttle or in the Shuttle's passage through the Channel Tunnel; or

11.2.2 any interruption (for whatever reason) in the commercial operation of the Shuttle service for the transport of Coaches or, such service having commenced any interruption thereof for whatever reason.

12. Termination

12.1 Eurotunnel may terminate this Agreement immediately by written notice if the Customer:

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

12.1.2 commits a material breach of any material obligation (other than a payment obligation) under this Agreement which it fails to remedy within 7 days of the receipt of the notice of such breach;

12.1.3 goes 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;

12.1.4 is declared insolvent or being an individual is declared bankrupt;

12.1.5 ceases or threatens to cease to carry on the whole or any material part of its business;

12.1.6 exceeds any credit limit as notified from time to time by Eurotunnel;

12.1.7 fails to utilise any credit account for a period of 3 months;

12.1.8 makes or attempts to make a reservation on behalf of a person not a party to this Agreement;

12.1.9 in the event of a breach of this Agreement by the Customer which gives Eurotunnel reasonably justified concerns about the direct impact the Customer's business places on the ongoing security of the Channel Tunnel.

12.2 Either party may terminate this Agreement upon 30 days' written notice.

12.3 Upon termination of this Agreement the Customer shall immediately:

12.3.1 return to Eurotunnel all papers and materials supplied to the Customer by Eurotunnel;

12.3.2 remit to Eurotunnel all outstanding sums due to Eurotunnel.

12.4 Termination shall not affect Bookings which have been made and paid for prior to the date of termination.

12.5 Termination by Eurotunnel of this Agreement shall not release the Customer from any liability in respect of any rights accrued at the date of termination or in respect of any antecedent breaches of this Agreement.