Conditions of Carriage

1. Definitions

"ADR" the European Agreement concerning the International Carriage of Dangerous Goods by Road;

"Commercial Goods" any goods or article intended to be used or sold industrially or commercially;

"Commercial Vehicle" or **"Vehicles"** any vehicle other than Passenger Vehicles including, but not limited to, any vehicle carrying Commercial Goods, commercial vans, articulated lorries, coaches and other public service vehicles, tractor vehicles and their trailers;

"Competent Authority" anybody with power to make regulations or take action regarding the operation of the Fixed Link;

"Dangerous Goods" any Goods or articles whose carriage is regulated by Eurotunnel's published policy on hazardous goods, and/or by specific regulations enacted by competent authorities and/or by specific provisions included in international treaties duly ratified by the UK and/or France;

"Eurotunnel" the partnership comprising The Channel Tunnel Group Ltd. and France-Manche S.A. and their assignees acting as operators of the Fixed Link pursuant to a concession awarded by the UK and French Governments dated 14th March 1986;

"Fixed Link" the Channel Tunnel link as defined in the Treaty between the UK and France signed on 12th February 1986;

"Goods" all personal chattels other than things in action and money;

"Luggage" any Goods or articles as are normally required for the personal use of Passengers whether in or on a vehicle or carried or worn by Passengers, and normally contained in hand baggage, suitcases, or the like, but excluding any article intended exclusively for commercial or industrial use;

"Passenger" or **"Passengers"** any person travelling in or with a Vehicle on a Shuttle;

"Passenger Vehicle" or **"Vehicles"** any motor vehicle, motor cycle, bicycle, private van (not used for the carriage of Commercial Goods) or camper van, including any caravan or trailer attached thereto other than Commercial Vehicles;

"SDR" Special Drawing Rights as defined from time-to-time by the International Monetary Fund;

"Shuttle" or **"Shuttles"** the Eurotunnel rolling stock consisting of locomotives and carriages within which Vehicles and Passengers are carried through the Fixed Link between Eurotunnel's terminals;

"Shuttle Operations" the carriage of Vehicles and Passengers on the Shuttles;

"Ticket" the ticket voucher or other form of authority to travel issued by Eurotunnel from time-to-time to permit travel on a Shuttle.

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2. Scope of Application

2.1 These Conditions shall apply to the carriage of all Passenger Vehicles, Commercial Vehicles and Passengers using Shuttles.

2.2 Passengers shall comply with all directions given by Eurotunnel staff, and shall be solely responsible for the boarding and unboarding of their vehicles to and from Shuttles.

2.3 Carriage is subject to all applicable bye-laws, safety and other regulations issued by Competent Authorities and all terms and conditions to which any Ticket is subject. Passengers shall not act in a manner likely to endanger any person or property, and shall obey all reasonable commands given by Eurotunnel for the purpose of ensuring the safety, efficiency or regularity of Shuttle Operations.

3. Carriage

3.1 Eurotunnel agrees to carry Passengers, their Goods, Luggage and Vehicles to their destination terminal subject to and in accordance with these Conditions provided that:

3.1.1 Such carriage is possible using the staff and facilities normally required for regular traffic and having regard to the safety and security of Shuttle Operations; and

3.1.2 Such carriage is not prevented by any state of affairs beyond the control of Eurotunnel, act of God, adverse weather conditions, fire, flood, riot, armed conflict, terrorist action, action by Government or other Competent Authority, national emergency, strike, lock-out or industrial dispute, power or mechanical failure (howsoever arising).

3.2 In the event that Eurotunnel's service becomes non-operational or is delayed or suspended for any reason whatsoever so that carriage is not in Eurotunnel's sole opinion possible or is not likely to be possible at or within a reasonable time of the travel time booked then Eurotunnel shall be entitled to refuse travel. In such circumstances Eurotunnel shall at its option:

3.2.1 at its own expense make arrangements for travel to or from (as the case may be) with another operator of cross Channel travel services; or

3.2.2 cancel the Ticket and refund the fare paid; or

3.2.3 offer Passengers the opportunity to cancel their Ticket and/or re-book and travel at a different time [but on the same tariff band]. Passengers not accepting such an offer will receive a refund under clause 3.2.2.

The taking of any of the above steps by Eurotunnel shall be in full settlement of any claim any Passenger may have against Eurotunnel in respect of non-travel.

4. Customs/Police/Security/Safety

4.1 Passengers must comply with customs regulations and bye-laws in force from time to time, and with all other regulations of any Competent Authorities regarding Passengers, Vehicles, Luggage or other property, Commercial Goods and animals.

4.2 Passengers shall comply with such checks, inspections and searches of Vehicles, Persons and Luggage and answer such questions and provide to Eurotunnel such information as Eurotunnel considers in its sole discretion to be necessary or desirable for the safe and/or secure and/or efficient and regular operation of its Shuttles.

4.3 Passengers failing to comply with Article 4.1 do so entirely at their own risk and Eurotunnel shall not be liable to Passengers for the consequences of their failure to comply with such regulations.

4.4 Eurotunnel shall not be responsible for any delay caused to Passengers arising from compliance with Articles 4.1 and 4.2, or for any loss or damage arising from or consequential upon such delay.

4.5 If a Passenger fails to comply with Articles 4.1 and 4.2 he/she may be refused travel. In that event the fare paid will be refunded but otherwise Eurotunnel shall have no liability to the Passenger.

5. Tickets

5.1 Passengers must ensure at the time of purchase that Tickets are in conformity with their request. No refund shall be available after a Passenger has passed through Eurotunnel's Check-In area in respect of any error in calculation of the fare paid by a Passenger.

5.2 Tickets issued by Eurotunnel are not consignment notes.

6. Refunds

6.1 Refunds on unused Tickets or any part thereof are not available as of right, but Eurotunnel will give reasonable consideration to applications for refunds, provided that such applications are made in writing (enclosing the Ticket) to Eurotunnel within 3 months of the date of expiry of the unused Ticket.

7. Goods Excluded

7.1 Dangerous Goods will only be accepted for carriage in accordance with the provisions of Article 8.

7.2 Subject to these provisions, Passengers shall not carry hazardous Goods such as loaded firearms or explosives, toxic, radioactive or infectious Goods, or flammable Goods or any other Goods or items which by their nature or by their method of carriage is in Eurotunnel's sole opinion liable to endanger the safety of Shuttle Operations.

7.3 Save as set out in Annex A no livestock, animals or domestic pets will be accepted for carriage.

7.4 In the event of loss or damage resulting from a Passenger's failure to comply with Article 7.2 or 7.3 or Annex A, the Passenger agrees to indemnify Eurotunnel against any loss or damage incurred by Eurotunnel or which it may incur to any third party. Eurotunnel will not be liable to such a Passenger or to any third party for property damage and will not be liable for failing to detect a Passenger's failure to comply with Article 7.2 or 7.3 or Annex A or to prevent such loss or damage save to the extent of Eurotunnel's wilful neglect or misconduct.

8. Dangerous Goods

8.1 Eurotunnel will accept the carriage of Dangerous Goods, subject to compliance with the following conditions:

8.1.1 The transport of all goods classified as hazardous under ADR (including those being carried under the exemption and limited quantity marginals) must be declared to Eurotunnel prior to carriage specifying the UN number, ADR references (class, number and letter) of all the Dangerous Goods being carried, the official ADR name of substances carried (including volume and weight), details of packaging, the identity and signature of the person making the declaration;

8.1.2 The transport of Dangerous Goods conforms with all statutory rules and other regulations in force (including Eurotunnel's published policy) relating to the transport of such goods.

8.2 Passengers carrying Dangerous Goods on to Shuttles in circumstances contrary to the above, agree to indemnify Eurotunnel against any consequential loss or damage incurred by Eurotunnel itself or which it may incur to any third party.

9. Exclusions of Carriage

9.1 Eurotunnel will not accept for carriage Vehicles which fail to comply with their regulations applicable from time to time or categories of excepted vehicles or Vehicles which in Eurotunnel's opinion present or may present a threat to the safety or security of the Fixed Link or of any person using the Fixed Link.

9.2 Eurotunnel reserves the right to refuse carriage to:

9.2.1 Passengers who do not comply with applicable laws and regulations in the UK and France or who appear to Eurotunnel to be under the influence of alcohol or drugs or whose conduct may, in Eurotunnel's opinion, involve a risk to safety, or cause delay, or otherwise impede Shuttle Operations, or whose conduct is a nuisance to others;

9.2.2 Vehicles carrying Goods improperly or inadequately secured or packed; which have failed to pass any pre-boarding check; or whose apparent condition may, in Eurotunnel's opinion involve a risk to safety, cause delay, or otherwise impede Shuttle Operations.

9.3 In the event of any Vehicle requiring recovery, reboarding or repacking (save where such event is caused by Eurotunnel's wilful neglect or misconduct) the costs of such recovery, reboarding or repacking together with all costs incurred in consequence thereof shall be payable by the Passenger.

9.4 Passengers must respect the health and safety for all persons in the Fixed Link and comply with all reasonable requests of Eurotunnel staff. In the event Passengers fail to do so Eurotunnel is entitled to terminate or refuse travel and, in appropriate circumstances, return travel will be refused. In that event Eurotunnel will refund the fare paid but otherwise shall be under no liability.

9.5 Smoking is prohibited in the Shuttles.

9.6 No Commercial Vehicles will be accepted for carriage other than on Eurotunnel's Freight Shuttles.

10. Exclusions of Liability

10.1 Eurotunnel shall not be liable for any loss or damage whatsoever arising:

10.1.1 From delay in or cancellation of Shuttle Operations (including deterioration of perishable Goods);

10.1.2 From its agents, employees or subcontractors acting outside the scope of their duties on behalf of Eurotunnel;

10.1.3 From circumstances beyond its control, or which are not within its power and ability to remedy;

10.1.4 From any Competent Authority suspending or taking steps to suspend Shuttle Operations whether in whole or in part;

10.1.5 From the inherent nature of the Goods, such as fragility or deterioration;

10.1.6 From the carriage of money or valuables which commence carriage under escort the purpose of which is to avoid such risks;

10.2 Eurotunnel shall not be liable for any consequential loss, such as loss of use, loss of profit, or other indirect loss of any type whatsoever, or where the loss or damage is not reported in accordance with these Conditions.

11. Liability

11.1 Eurotunnel accepts liability for death of or personal injury to Passengers arising out of an accident providing that it occurs (a) during carriage, and (b) out of or in connection with Shuttle Operations, save that Eurotunnel shall not be liable to the extent that it proves that such accident was caused by (i) the negligence of the Passenger and/or (ii) the act of a third party and/or (iii) an event beyond Eurotunnel's control.

11.2 Eurotunnel accepts liability for loss of or damage to Passenger Vehicles, Commercial Vehicles, Luggage, Goods and Commercial Goods arising during carriage, and in connection with Shuttle Operations, save that there shall be no presumption of liability upon Eurotunnel to the extent that the loss or damage is caused by events or circumstances unrelated to Shuttle Operations, or by the fault or negligence of the Passenger. In any event, Eurotunnel's liability shall be limited as follows:

11.3 Eurotunnel's liability for loss or damage in respect of Passenger Vehicles shall in no event exceed 8,000 SDR per vehicle. A Passenger Vehicle towing a trailer, whether loaded or unloaded, shall be considered as a single Passenger Vehicle.

11.4 Eurotunnel's liability for loss or damage in respect of Luggage shall in no event exceed 1,000 SDR.

11.5 Subject to 11.6, Eurotunnel's liability for loss or damage in respect of Commercial Goods shall in no event exceed 8.33 SDR per kilogram gross weight lost or damaged (including packaging). Notwithstanding this, in no case shall Eurotunnel's liability exceed the depreciation in value of that part of the Commercial Goods damaged.

11.6 Eurotunnel's liability for total or partial loss or damage in respect of Commercial Goods and/or Commercial Vehicles shall, in no event exceed 70,000 SDR per Vehicle. A Commercial Vehicle towing a trailer whether loaded or unloaded, shall be considered as a single Commercial Vehicle.

12. Reporting Damage/Loss/Delay/Claims

12.1 Any damage to or loss of Goods or Vehicles or claims for delay or cancellation of any service must be reported to Eurotunnel as soon as it occurs. In respect of damage to property which is not immediately apparent, this must be reported no later than 7 days following the date of the relevant carriage. In such event, the onus of proving that such damage occurred during carriage by Shuttle shall be on the Passenger.

12.2 Any claim in respect of any loss or damage arising out of Shuttle Operations shall be addressed in writing to Eurotunnel, and sent together with any supporting documentation.

12.3 Any such claim must be notified to Eurotunnel within one year from the date of the relevant carriage. Failure to do so shall lead to the Passenger being time-barred from bringing any claim.

13. Information

13.1 Eurotunnel shall operate a permanent public information point and a remote information service for Passengers. A register is available for Passengers' complaints and suggestions.

13.2 Passengers by reserving Tickets consent to Eurotunnel creating maintaining and updating in electronic form, data which is personal to the Passenger. Such data may include name, address, telephone number other personal details and crossings made. Data will be updated and maintained for the purposes of the legitimate administration of Eurotunnel's business and the provision of information to the passengers. In accordance with the provisions of the Data Protection Act 1998 and Loi Informatique et Liberté of 6 January 1978 Passengers have a right of access and a right to correct all information held about them by contacting Eurotunnel. Information is used for internal marketing purposes and may be disclosed to third party organisations for these purposes. If Passengers do not wish the data to be used for this purpose they should contact Eurotunnel.

14. Governing Law

These Conditions shall be governed in all respects by English law if a claimant brings his or her action in England, and French law if a claimant brings his or her action in France. However, in the case of death or personal injury these Conditions shall be governed by the law of the country in which the incident causing the death or injury occurred.

15. Jurisdiction

15.1 Eurotunnel and Passengers hereby irrevocably submit to the exclusive jurisdictions of the English and French courts for the purposes hereof.

15.2 These Conditions are issued in both English and French. Where a claim is brought in England, the English language version shall be treated as the authentic version, and where a claim is brought in France, the French language version shall be treated as the authentic version.

15.3 In respect of claims for loss or damage brought in France by persons travelling on the shuttle for business purposes, it is expressly agreed that the Tribunal de Commerce de Paris shall have exclusive jurisdiction.

16. General

16.1 No failure by Eurotunnel to enforce any provision of these Conditions shall be construed as a waiver of such provision or affect the right of Eurotunnel to enforce any other provision thereof.

16.2 Any action or claim against Eurotunnel whatsoever is subject exclusively to the conditions and limitations defined herein. No waiver by Eurotunnel of its rights hereunder may be relied upon or construed as a precedent.

16.3 Eurotunnel reserves the right to amend these Conditions at any time.

Annex A

1. Condition relating to the travel of Pet Cats or Pet Dogs

1.1 This annex applies to the transport of Animals on Shuttles.

1.2 Nothing in this annex alters or supersedes the Eurotunnel Conditions of Carriage except that the exclusion of domestic pets in section 7.3 is suspended for the duration of the Scheme in so far as it relates to Animals.

1.3 This annex applies for the duration of the Scheme but Eurotunnel may suspend or cancel its participation in the Scheme at any time.

2. Definitions

2.1 "The Scheme" means the Scheme defined in "Pet Travel Scheme (Pilot Arrangement)(England) Order".

2.2 "Animal" means domestic pet cat or pet dog.

2.2 "Owner" means the owner or handler of the Animal and the person who has charge of the Animal whilst in the Fixed Link.

3. Requirements

3.1 The Owner must:

3.1.1 Pay such charges as Eurotunnel fixes for the transport of Animals;

3.1.2 Comply with all requirements of the Scheme failing which travel will be refused;

3.1.3 Notify Eurotunnel at the time of booking that an Animal will be carried.

4. The safety, welfare, comfort and behaviour of any Animal is at all time the sole responsibility of its Owner.

5. Animals must remain in the Owner's vehicle (unless authorised to leave the vehicle by Eurotunnel) and must be kept under control by the Owner at all times.

6. Cats must be transported in a basket or suitable container capable of being securely closed. Dogs must wear a collar and a suitable lead.

7. Animals must be prevented from fouling any part of the Fixed Link (except areas designated for that purpose by Eurotunnel).

8. The Owner shall present the Animal and documents referring to that Animal to the Eurotunnel staff at the "Pets Control Point " at the Eurotunnel Terminal in France.

9. Eurotunnel will not transport any Animal that does not comply with all the requirements of the Scheme.

10. Eurotunnel may refuse to transport an Animal if in its sole opinion the Animal is unfit to travel or is considered to represent a danger or nuisance to other travellers or to Eurotunnel Staff.

11. If an Animal is found not to comply with the requirements of the Scheme or in the opinion of Eurotunnel is unfit to travel on a shuttle the Owner shall immediately remove the Animal from the Fixed Link and make arrangements with regard to importing the Animal into the UK under the quarantine regulations and will be responsible for any quarantine and other costs and treatment and all costs arising from any delay.

12. Tickets for Animals are non-refundable.

13. An authorised carrier agent as defined in "The Rabies (Importation of Dogs Cats and other Mammals) Order 1974" transporting animals into quarantine in the UK is obliged to declare at Check-In on the Eurotunnel Terminal in France that such animals are being transported and present the Boarding Document [ID 11] or import licence to the Eurotunnel Staff.

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