

TERMS AND CONDITIONS

OPERATOR AGREEMENT FOR COMMERCIAL VANS TRAVELLING ON PASSENGER SHUTTLES

These Terms and Conditions and Eurotunnel's Conditions of Carriage govern the carriage of Commercial Vans on Eurotunnel's Passenger Shuttles. These Terms and Conditions are applicable as of 1 November 2016. Eurotunnel can amend these terms and conditions without notice.

The Commercial Van Operator's attention is particularly drawn to the provisions of clauses 4.4, 4.6, 5, 7.3 and 8.

1. DEFINITIONS

The definitions in Eurotunnel's Conditions of Carriage apply and are incorporated into these Terms and Conditions.

"Conditions of Carriage"	means the Eurotunnel Conditions of Carriage attached to these Terms and Conditions or which can be obtained from Eurotunnel upon request, and the possible successive versions amended by Eurotunnel
"Commercial Van Operator Agreement"	means the agreement concluded between Eurotunnel and the Commercial Van Operator comprising these Terms and Conditions, the Conditions of Carriage, the information provided on the Ticket and any other terms or conditions published by Eurotunnel on its www.eurotunnel.com website
"Travel Date"	date and time of Carriage as a single trip booked by the Commercial Van Operator
"Passenger Shuttles"	means Shuttles specifically reserved for the Carriage of Passenger Vehicles, except for Commercial Vans authorised to travel on Passenger Shuttles
"Freight Shuttles"	means Shuttles specifically reserved for the Carriage of freight
"Commercial Van Operator"	means a natural or legal person who holds an account with Eurotunnel for the Carriage of Commercial Vans through the Fixed Link, who has chosen to travel on a Passenger Shuttle and is authorised to do so by Eurotunnel
"Commercial Van Rate"	means the price payable by the Commercial Van Operator for the Carriage of Commercial Vans (and its Passengers) through the Fixed Link in force at the Travel Date. Prices exclude VAT and are valid for one-way crossings
"Booking Reference"	means the travel reference assigned to the Commercial Van Operator when booking a Ticket and which is only valid for a Commercial Van on the Travel Date

Words expressing the singular shall also include the plural and vice versa where the context requires.

2. TRAVEL CONDITIONS

2.1 In order to travel on Passenger Shuttles, the Commercial Van Operator must comply with all of the provisions of the Commercial Van Operator Agreement. A failure by the Commercial Van Operator to comply entitles Eurotunnel to refuse Carriage and Eurotunnel shall have no liability.

2.2 Commercial Vans fitted with a LPG propulsion system or equivalent (replacing diesel or petrol) or mixed (LPG or equivalent and other fuel) are not permitted on Passenger Shuttles, even if: (i) the LPG tank (or equivalent) is empty, (ii) the tank is not in LPG propulsion mode (or equivalent).

2.3 Single tractors and Dangerous Goods, even in limited quantity (as defined in the ADR Regulations), are not permitted on Passenger Shuttles.

2.4 Commercial Vans fitted with a refrigeration system are permitted on Passenger Shuttles. The system must be turned off before boarding the Shuttle and may only be turned back on once the Commercial Van has left the Shuttle. Eurotunnel shall have no liability in the event of loss or damage to any Commercial Goods caused by the system being turned off.

2.5 In order for a Commercial Van to be able to benefit from the Commercial Van Operator Agreement, the driver must provide certain documents and meet certain conditions at Eurotunnel's request.

2.6 If the Ticket is used by a third party, the Commercial Van Operator shall inform this third party of the obligation to comply with these Terms and Conditions as well as the Conditions of Carriage before using any Shuttle service. The Commercial Van Operator shall be held liable for any consequences of such third party's failure to so comply.

2.7 Any refusal of Carriage by Eurotunnel of the Commercial Van Operator shall not give rise to any entitlement to reimbursement or compensation.

3. BOOKINGS

3.1 Carriage of a Commercial Van on a Passenger Shuttle is only available through advance booking, which must be made by the Commercial Van Operator before check-in of the Commercial Van. Each booking is made for a single trip.

3.2 Eurotunnel shall accept booking requests by telephone from any person quoting the personal account number of the Commercial Van Operator. It is the responsibility of the Commercial Van Operator to keep its account number and login details confidential; the Commercial Van Operator shall be liable for any costs, loss or damage resulting from any misuse of these details.

3.3 Upon confirmation of the booking, the Commercial Van Operator shall receive a Booking Reference which must be stated by the driver at check-in in order to travel. Failing to provide the correct Booking Reference may lead to the Commercial Van Operator being refused Carriage.

3.4 The Commercial Van Operator accepts and agrees that any driver arriving at the Eurotunnel terminal with a Booking Reference made using the account of the Commercial Van Operator is acting in the name of and on behalf of the Commercial Van Operator.

3.5 The Commercial Van must arrive at the Eurotunnel terminal check-in area on the Travel Date at least 45 minutes (but not more than 2 hours) before the departure time of the booked Shuttle. Additional time should be allowed if the Passengers wish to go in the Eurotunnel terminal passenger buildings. The Commercial Van is required to be in the boarding area at least 25 minutes before the departure time.

3.6 Commercial Van Operators who arrive at the Eurotunnel terminal check-in more than 2 hours before or less than 45 minutes before the booked time may travel subject to available spaces and confirmation by Eurotunnel at its sole discretion. Any booking shall be invalid if it has not been used within 24 hours of the Travel Date.

3.7 All Commercial Vans using a Passenger Shuttles may be inspected on the terminal. Furthermore, Eurotunnel reserves the right and is entitled to inspect any Commercial Van, to examine, remove and return, or otherwise handle any contents at the request of the customs authorities or any other authority, or if Eurotunnel deems that it is necessary to do so. Under no circumstances shall Eurotunnel be liable for any damage, loss or delay resulting from such inspections.

3.8 Eurotunnel reserves the right to check any Passenger identity documents and to refuse Carriage on the Shuttle to any Passenger and Commercial Van transporting this Passenger.

3.9 For safety reasons, the amount of fuel (petrol or diesel) that may be transported in a jerry can on Shuttles is strictly limited. The Commercial Van Operator shall consult Eurotunnel before the Travel Date and declare the presence of any fuel in jerry cans in the Commercial Van upon arrival at the Eurotunnel terminal. The Commercial Van may be refused Carriage if these conditions are not met.

3.10 Bookings cannot be cancelled and are non-refundable. Bookings may only be changed within 24 hours from the Travel Date and may be subject to additional charges. After this, the booking can no longer be changed and the Commercial Van Operator shall still be liable to pay the Commercial Van Rate.

3.11 Any booking made by the Commercial Van Operator constitutes express and unreserved acceptance of the Commercial Van Operator Agreement.

4. INVOICING AND PAYMENT

4.1 The Commercial Van Operator shall pay for the use of the Fixed Link, pursuant to the Commercial Van Operator Agreement at the Commercial Van Rate (plus any applicable VAT) and using the currency specified on the account application form and confirmed by Eurotunnel.

4.2 In the event of cash account, the Commercial Van Operator shall pay by using a previously approved credit card before the Travel Date. Payment cannot be made at check-in.

4.3 In case of credit account, Eurotunnel shall issue an electronic invoice, at intervals agreed, to the attention of the Commercial Van Operator as soon as a booking is confirmed, no later than the day before the Travel Date. Issued invoices shall correspond to Carriage made through the Commercial Van Operator for the period indicated on the invoice. The Commercial Van Operator shall pay invoices within 15 days following the invoice date or pursuant to the payment terms specified on the account application form. All payments shall be made on the date and in favour of the Eurotunnel account specified on the invoice by any means of payment authorised by Eurotunnel and in accordance with the terms previously agreed with the Commercial Van Operator. In the event of payment by SEPA direct debit, the invoice addressed to Commercial Van Operator constitutes prior notification. The direct debit shall be made on the due date of the invoice. The Commercial Van Operator shall address any questions regarding invoices to Eurotunnel within 14 days following the invoice date, failing which the amounts on the invoice shall be deemed as accepted and due.

4.4 Eurotunnel may, at its sole discretion and without justification, transfer a Commercial Van Operator from the deferred payment customer category to that of advance payment customers. In this case, all current bookings shall be cancelled, unless they have already been paid for.

4.5 In case of late payment, the Commercial Van Operator shall be required to pay interest on the amount due at the statutory rate increased by 7 points after the expiry of the aforementioned term, and without the need for formal notice. It shall also pay a statutory fixed charge to cover debt collection costs of either 40 € or compensation from £40 to £1,000 depending on the outstanding amount, as well as an amount equal to 15% of the amounts due in principal. Eurotunnel shall retain the right to claim damages, call for the immediate payment of all amounts owed by the Commercial Van Operator in the case of deferred and not yet due payment or cancel the current bookings.

4.6 Eurotunnel may at any time (acting reasonably but at its sole discretion) suspend the services associated with the account of the Commercial Van Operator. If the account is suspended, the Commercial Van Operator Agreement shall not apply and the Commercial Van Operator will have to travel on Freight Shuttles.

4.7 Eurotunnel shall have a lien on the Commercial Vans and carried Commercial Goods (consisting, *inter alia*, of a right of retention) guaranteeing payment of the amounts owed by the Commercial Van Operator to Eurotunnel in respect of the Carriage of the said Commercial Vans, or for any other reason arising under this Agreement (in particular Carriage previously provided). Under this clause 4.7, the term "amount" shall include, *inter alia*, damages for breach of its obligations by the Commercial Van Operator of any outstanding debt, related interest on unpaid debts and any amounts due after Eurotunnel has exercised its lien on the goods in question.

5. LIABILITY

5.1 The Commercial Van Operator acknowledges having read and accepted the Conditions of Carriage, in particular the exclusions of liability. The Commercial Van Operator also acknowledges having communicated, to anyone interested in the Carriage, including any interest arising from transported goods, the applicable Conditions of Carriage.

5.2 The Commercial Van Operator shall ensure, and guarantee, that its employees, officials and agents, its drivers and subcontractors and all its Passengers are aware of, are subject to and comply with the Commercial Van Operator Agreement. The Commercial Van Operator shall ensure that Eurotunnel is able to directly enforce the provisions of the Commercial Van Operator Agreement against such people.

5.3 The Commercial Van Operator shall indemnify Eurotunnel for any loss, damage, or expenses of any kind that are directly or indirectly related to the following:
– Non-compliance with the Commercial Van Operator Agreement by the Commercial Van Operator, its Passengers or any other person with an interest in the Carriage;
– The theft, loss or fraudulent use of the Booking Reference;
– Breakdown of the Commercial Van at a Eurotunnel terminal, when loaded on the Shuttle, when embarking or disembarking;
– Death or injury to third parties or Passengers, caused by the fault or negligence of the Commercial Van Operator, its Passengers, employees, agents or any independent contractors which it may have used.

6. TERMINATION

6.1 The Commercial Van Operator Agreement may be terminated at any time for any reason by either party without notice.

6.2 If no booking is made for more than 6 months, Eurotunnel shall have the right to terminate the Commercial Van Operator Agreement without prior notification.

6.3 Termination of the Commercial Van Operator Agreement shall not affect bookings made and paid for before the termination date.

7. GENERAL

7.1 In the event of a conflict or ambiguity between these Terms and Conditions and the Conditions of Carriage, the latter shall prevail.

7.2 Each party confirms that the Commercial Van Operator Agreement supersedes all existing proposals, agreements, exchanges in writing, orally or otherwise regarding the purpose of the Commercial Van Operator Agreement.

7.3 In the event of a modification of all or part of the Commercial Van Operator Agreement, Eurotunnel will communicate the new applicable version to the Commercial Van Operator, by any means. The Commercial Van Operator undertakes to communicate forthwith the amended Conditions of Carriage to anyone interested in the Carriage. The use of Shuttles' service after the communication shall imply acceptance, without reservation or restriction, to the amendments.

7.4 Failure by Eurotunnel to enforce the provisions of the Commercial Van Operator Agreement at any time shall not be construed as a waiver of any of its rights, nor affect the validity of the Agreement or undermine any subsequent action taken by Eurotunnel.

7.5 If an article, paragraph or stipulation of the Commercial Van Operator Agreement is considered to be void pursuant to the law, regulations or a court judgement, it shall be deemed not to have been written. In this case, the parties undertake to negotiate in good faith a replacement clause that comes as close as possible to the legal and economic perspective of the invalid provision. The possible invalidity of an article, paragraph or stipulation (or part of an article, paragraph or stipulation) shall not in any way affect the validity of the other articles, paragraphs or stipulations of the Agreement (or the remaining part of this article, paragraph or stipulation), unless a contrary intention is evident in the text, provided that the overall balance of the Agreement is maintained.

7.6 The rights and obligations assigned to the Commercial Van Operator by this Commercial Van Operator Agreement cannot be transferred without the prior written consent of Eurotunnel.

7.7 The Commercial Van Operator undertakes not to use the Eurotunnel name, logo or trademark without the prior written consent of Eurotunnel.

7.8 Any notification made under this Commercial Van Operator Agreement shall be made in writing, by email or by letter sent to the addresses specified on the account application form.

8. GOVERNING LAW AND JURISDICTION

8.1 Provisions of the Conditions of Carriage relating to the governing law and jurisdiction apply.

8.2 Specific provisions: Claims relating to invoicing and payment shall be governed and construed by the law in force and courts in the country where the company which issued the invoice is registered.

Please sign and affix your company stamp and then return this document to confirm your complete acceptance of these Terms and Conditions.

SIGNATURE:.....

NAME :.....

POSITION:

PLACE: **DATE:**.....