



## Eurotunnel UK Travel Agent Terms and Conditions

These Terms and Conditions apply to sales of Travel made by Agents on or after the 11<sup>th</sup> of June 2019 and will continue to apply until they are amended by Eurotunnel.

### 1. Definitions

For the purpose of this Agreement the following terms shall have the following meanings:

<b>Account Application Form</b>	the form that must be completed in order for an Account Holder to open an account with Eurotunnel to purchase travel
<b>Account Holder</b>	the person or company whose details are specified on the Account Application Form
<b>Agent</b>	the agent whose details are specified on the Eurotunnel Account Application form;
<b>Booking/s</b>	a booking issued by Eurotunnel to the Agent for travel by the Lead Passenger on Eurotunnel's Shuttle service;
<b>Booking Reference Number</b>	a unique reference number issued by Eurotunnel in respect of each booking;
<b>Employee/s</b>	any of the Agent's authorised employees;
<b>Eurotunnel</b>	together the Channel Tunnel Group Limited and France-Manche S.A;
<b>Eurotunnel Travel</b>	a return or one-way journey on the Shuttle.
<b>Fixed Link</b>	the Channel Tunnel link as defined in the Concession (the agreement between the UK and France signed on 12th February 1986);
<b>Lead Passenger</b>	the passenger whose name is to appear on the Eurotunnel Booking Confirmation;
<b>Passenger</b>	any person travelling with the Lead Passenger
<b>Shuttle</b>	a Eurotunnel Shuttle train

## **2. Agency**

- 2.1 The Agent is hereby appointed by Eurotunnel as its non-exclusive agent for the sale of Eurotunnel Travel. The Agent's authority to represent Eurotunnel during the continuance of this agency is limited to the sale of Eurotunnel Travel and such other transactions as may be specifically authorised by Eurotunnel in writing from time to time.
- 2.2 The Agent will comply with all directions periodically issued by Eurotunnel to the Agent or to Eurotunnel's agents generally regarding the sale of Eurotunnel Travel.
- 2.3 The Agent will only sell Eurotunnel Travel at the price or prices from time to time set by Eurotunnel.
- 2.4 The Agent will not make any promises, guarantees, representations or warranties whatsoever whether written or oral on behalf of Eurotunnel in respect of Eurotunnel's services unless specifically authorised by Eurotunnel. The Agent will be permitted to make reference to Eurotunnel's service in accordance with the information contained in Eurotunnel's own current published literature.
- 2.5 The Agent shall have no other power to act in the name or on behalf of or otherwise bind Eurotunnel and will indemnify Eurotunnel against any costs, loss, liability or expense arising out of or otherwise in connection with any act or omission committed by the Agent in breach of, or outside the scope of its authority.
- 2.6 The Agent will not pledge or engage the credit of Eurotunnel or enter or purport to enter into any contract on behalf of Eurotunnel other than in connection with the sale of Eurotunnel Travel and any other transactions authorised by Eurotunnel in accordance with Clause 2.1 above.
- 2.7 The Agent will indemnify Eurotunnel against any costs, loss, liability or expense arising out of or otherwise in connection with the Agent's breach of any item of this Agreement or its acts or omissions outside the terms of this Agreement.
- 2.8 The Agent agrees that Eurotunnel will not indemnify it against any costs, loss, liability or expense incurred by the Agent arising out of or otherwise in connection with the agency arising under this Agreement except to the extent that any such costs, loss, liability or expense is in Eurotunnel's sole discretion reasonably incurred in connection with the proper performance of this Agreement by the Agent.
- 2.9 The Agent will comply with all applicable legislation, statutory requirements, regulations and recognised standards of quality including (but not limited to) 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. The Agent will indemnify Eurotunnel for any costs, loss, liability or expense suffered by Eurotunnel as a result of the Agent's failure to comply with this clause.

## **3. Agency Designation**

The Agent may represent itself on letterheads, advertising, telephone listing and classifications, office signs and otherwise as an Agent for Eurotunnel Travel, but will not represent itself as a general agent or use any other designation which would indicate or imply in any way that it is an agent, a division or subsidiary of Eurotunnel.

## **4. Ticket Sales and Invoicing**

- 4.1 The Agent will only confirm sales of Travel which comply with all procedures laid down from time to time by Eurotunnel for that purpose and the Agent will comply with all written

requirements notified by Eurotunnel to its agents generally or to the Agent specifically in relation to the procedures to be followed.

- 4.2 The Agent will notify Eurotunnel of all sales of Travel made by it, providing details of vehicles, the name of the Lead Passenger and the intended date of travel as soon as practicable after those details have been taken from a customer and in any event by the end of the third day after receipt of those details not being a Sunday or Bank or Public holiday in England and Wales or in the jurisdiction in which the Agent is resident.
- 4.3 The Agent shall pay Eurotunnel in Pounds Sterling (£) or such other currency as Eurotunnel may agree.
- 4.4 Agents may be designated as a Cash or Credit Agent.
- 4.5 Payment – Agents who are not Credit Account Holders
  - 4.5.1 In the case of a cash Account, full payment shall be made to Eurotunnel, before travel. Payment shall be by bank transfer, credit or debit card or company cheque, as long as the cheque is received by Eurotunnel not less than ten working days prior to the Booked Departure and payment is cleared prior to travel.
  - 4.5.2 For Bookings made less than 10 days before the Booked Departure payment shall be made at the time of Booking.
  - 4.5.3 Bookings will not be confirmed until the Client complies with the relevant payment terms.
  - 4.5.4 If payment is not received in accordance with clause 4.2.1 in advance of travel the Booking will be cancelled.
- 4.6 Payment – Credit Account Holders
  - 4.6.1 In the case of a credit Account, 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. Eurotunnel will issue an invoice to the Client who will pay the amount of each invoice no later than the fifteenth day of the month following the month during which the invoice was issued.
  - 4.6.2 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. A Cash Agent must pay for all Travel either at the time of notifying Eurotunnel of all sales of Travel by credit card or a minimum of ten working days prior to the intended date of travel by company cheque or electronic transfer. Unless otherwise agreed by the parties in writing, Eurotunnel will issue an invoice to the Credit Agent who will pay the amount of each invoice issued no later than the fifteenth day of the month following the month during which the invoice was issued.
- 4.7 Invoicing
  - 4.7.1 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.
  - 4.7.2 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.
  - 4.7.3 Interest on any unpaid amounts due from any Customer shall accrue on a daily basis at the rate of 4% above the Bank of England base rate from time to time.
- 4.8 For Cash Agents, Eurotunnel will issue a Booking Reference Number for travel upon payment by the Cash Agent. For Credit Agents, Eurotunnel will issue a Booking Reference Number for

travel at the time the Credit Agent notifies Eurotunnel of the relevant sale of Travel. Agents will forward Booking Reference Numbers together with any supporting travel documentation supplied by Eurotunnel, to the relevant person(s).

- 4.9 Eurotunnel may, acting reasonably but at its sole discretion, re-designate the Agent as a Cash or Credit Agent.
- 4.10 All monies collected by the Agent from customers in respect of the sale of Eurotunnel Travel shall at all times be the property of Eurotunnel and held on trust by the Agent for Eurotunnel until remitted to Eurotunnel.
- 4.11 The Agent will be responsible for collection as agent for Eurotunnel of any balances, cancellation charges or other monies due in respect of Travel with Eurotunnel. If the Agent has used its best endeavours to collect such balances, cancellation of charges or other monies but has failed to do so, Eurotunnel may, at its sole discretion, release the Agent from its obligations under the clause.
- 4.12 The Agent shall not be entitled to any commission in respect of Bookings

## **5. Inspection of Records**

Eurotunnel reserves the right on reasonable notice to inspect and or require copies of any information held by the Agent relating to sales of Eurotunnel Travel including without prejudice to the generality of the foregoing, records of amounts paid to the Agent in respect of sales of Eurotunnel Travel.

## **6. Promotion**

- 6.1 The Agent will use its best endeavours to promote and develop the sale of Eurotunnel Travel and will prominently display upon its premises any brochures and promotional material supplied by Eurotunnel.
- 6.2 Subject to clauses 6.1 above, the Agent will not use any Eurotunnel name or logo or any other device, slogan or mascot of Eurotunnel, whether registered or unregistered as trademarks, in any circumstance without the prior written approval of Eurotunnel.
- 6.3 The Agent will maintain as its own expense an organisation at each of its approved offices sufficient to provide the level of service usually offered by a first class travel agent.
- 6.4 Eurotunnel will not be responsible for any telephone, mailing, printing or other advertising or promotional expenses of the Agent for any purpose unless previously agreed in writing by Eurotunnel.

## **7. The Shuttle Service**

- 7.1 Eurotunnel's Ticket Terms and Conditions of Carriage will apply to all Travel on the Shuttle. These conditions include certain exclusions of liability. The Agent will notify the Lead Passenger that Eurotunnel's Ticket Terms and Conditions of Carriage will apply to the Travel and will indemnify Eurotunnel against any costs, loss, liability or expense arising out of or otherwise in connection with any failure by the Agent to make such notification. The Agent will be responsible for ensuring that they and the Lead Passenger have a copy of the current Ticket Terms and Conditions of Carriage which are available on request.
- 7.2 Eurotunnel operates a strict reservation system and Bookings are only valid for the booked date and time of departure. The Agent will notify the Lead Passenger of their booked departure times.

- 7.3 Failure to adhere to the booked departure times and/or any other Ticket Terms or Conditions of Carriage may lead to then Lead Passenger being refused Travel and they may have to make and pay for a new Booking.
- 7.4 Eurotunnel will not be liable for any costs, loss, liability or expenses incurred by the Agent or the Lead Passenger arising out of or otherwise in connection with any delay in the boarding of any vehicle on a Shuttle, its exit from the Shuttle, or in the Shuttle's passage through the Fixed Link.
- 7.5 Eurotunnel will not be liable to the Agent or the Lead Passenger for any costs, loss, liability or expense arising out of or otherwise in connection with any delay or interruption in the commercial operation for whatsoever reason.
- 7.6 If there is any conflict between the Ticket Terms and the terms of this Agreement, then this Agreement will prevail.

## **8 Liability**

- 8.1 Eurotunnel's Conditions of Carriage, these Travel Agent 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 Agent 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 Agent 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](http://www.eurotunnel.com).
- 8.2 The Agent shall be liable to Eurotunnel and shall indemnify Eurotunnel against all and any damage, loss, costs or expenses 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:
- 8.2.1 any breach of any term of this Agreement by the Agent; or
  - 8.2.2 any unauthorised use of the Account by the Agent or one of its Employees. The Agent shall notify Eurotunnel immediately upon becoming aware of any such unauthorised use by one of its Employees;
  - 8.2.3 any negligent act or omission committed by the Agent or one of its Employees;
  - 8.2.4 the theft, loss or fraudulent use of Booking Reference Numbers where such theft, loss or fraudulent use results from the Agent's lack of prudent care of the same. The Agent shall notify Eurotunnel immediately upon becoming aware of any such theft, loss or fraudulent use.
- 8.3 Eurotunnel shall not be liable to the Agent for any costs, loss, liability or expense arising out of or otherwise in connection with the misuse of the Agent's account number by any third party, with or without the Agent's knowledge or approval.

## **9.Termination**

- 9.1 This Agreement may be terminated by either party giving to the other not less than thirty (30) days notice.
- 9.2 Eurotunnel may terminate this Agreement immediately by giving written notice to the Agent on the occurrence of any of the following events or on the occurrence of any event in any relevant jurisdiction having a similar effect to the events specified below:

- (i) if distress or execution is levied against any of the Agent's property or assets and is not paid out within seven days;
  - (ii) if an encumbrancer takes possession or a receiver is appointed of any part of the property or assets of the Agent;
  - (iii) if the Agent is declared insolvent, or being an individual, is declared bankrupt;
  - (iv) if the Agent ceases or threatens to cease to carry on the whole or any material part of its business.
  - (v) 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;
  - (vi) If the Agent ceases to be a member of ABTA or similar organisation or bonded scheme as may be recognised by the travel industry trade from time to time.
  - (vii) if the Agent fails to make payment of any amount falling due to be paid within seven days of the date on which payment becomes due or commits any breach of any provision of this Agreement (other than a payment obligation) and in the case of a breach capable of remedy fails to remedy it within 30 days after receipt of written notice giving all particulars of the breach and requiring it to be remedied: or
  - (viii) if the Agent is a company, on the change in control of the Agent for the purposes of section 416 of the Income and Corporation Taxes Act 1988 or any statutory modification or re-enactment thereof.
  - (ix) If the Agent exceeds any credit limit as notified from time to time by Eurotunnel to the Agent.
  - (x) If the Agent commits 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;
- 9.3 For the purposes of clause 9.2 (vii), a breach shall be considered capable of remedy if the Agent can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).
- 9.4 Any waiver by Eurotunnel of a breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other provision.
- 9.5 Upon termination of this Agreement the Agent will remit immediately to Eurotunnel all sums held on trust by it for Eurotunnel under clause 4.7, forthwith return to Eurotunnel all papers and materials supplied to it by Eurotunnel and for such purpose authorises Eurotunnel or any of its representatives to enter any premises of the Agent in order to retake possession of such materials. Termination of this Agreement shall not affect any rights or obligations of either party which may have accrued prior to termination.
- 9.6 In the event of termination under clause 9.1 above, the termination shall not apply in relation to sales of Eurotunnel Travel which have been made by the Agent prior to the effective date of termination, and the rights and obligations of each party under this Agreement in respect of such sales shall survive the termination and be enforceable notwithstanding it. Where Eurotunnel exercises a right to terminate this Agreement arising under clause 9.2 above, sales made prior to the effective date of termination shall be dealt with in a manner determined by Eurotunnel as being the most appropriate for giving effect to the substance of this Agreement and the interests of customers in the circumstances that have arisen.

## **10. Entire Agreement**

These Travel Agent Terms and Conditions, Eurotunnel's Ticket Terms and Conditions and Eurotunnel's Conditions of Carriage 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.

Eurotunnel shall be entitled, at its sole discretion, to amend these Business Account Terms and Conditions, Eurotunnel's Conditions of Carriage, and Ticket Terms and Conditions at any time.

## **11. Confidentiality**

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.

Eurotunnel will accept Bookings from any person quoting the correct account number of a Credit Account Holder and accordingly the Credit Account Holder acknowledges the need for its personal account number to be treated with the utmost confidentiality.

## **12. Change of Control**

If the Agent is a private company which is not a subsidiary of a public company, the Agent will forthwith notify Eurotunnel of any changes to its board of directors and of any transfers of its shares.

## **13. Assignment**

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

## **14. Rights of Third Parties**

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

## **15. Severability**

If any part, term or provision of this Agreement shall be held illegal, void or unenforceable, it shall be deleted and the parties 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**

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**

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 Agent: 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.