



Coach Terms and Conditions

These Terms and Conditions apply to bookings for coach travel with Eurotunnel from 1 January 2023 and will continue to apply unless or until they are amended by Eurotunnel. Booking and travel with Eurotunnel after 1 January 2023 shall be deemed to constitute acceptance of these Coach Terms and Conditions.

1. Definitions

The following words and phrases shall have the following meanings:

Agreement	these Coach Terms and Conditions, the Coach Calendar, Eurotunnel's Conditions of Carriage and any Commercial Terms agreed between Eurotunnel and the customer, as may be amended from time to time.
Coach	any vehicle designed for the carriage of persons including drivers, the dimensions of which must not exceed: <ul style="list-style-type: none">• Height 4.2 metres• Width 2.55 metres (plus mirrors)• Length 10 metres or more to a maximum of 18 metres (including trailer) and including all passengers• Weight 24 tons
Coach Calendar	the Coach Calendar detailing Eurotunnel's fares and tariff bands found at: https://www.eurotunnel.com/uk/trade/coach-operators/fares/
Commercial Terms	The agreement (if any) setting out the specific commercial terms applicable to customers who are trade account holders.
Conditions of Carriage	Eurotunnel's Conditions of Carriage found at https://www.eurotunnel.com/uk/legal/conditions-of-carriage/
Eurotunnel	The trading name of the partnership between The Channel Tunnel Group Limited and France-Manche S.A, being the operator of shuttles via the Channel Tunnel Fixed Link, as defined in the Treaty between the UK and France dated 12th February 1986.

2. Booking

- 2.1 Customers shall make and pay for bookings in accordance with the Agreement without limitation.
- 2.2 A booking is only valid for the booked departure.
- 2.3 At the time of making a booking, a customer **must** notify Eurotunnel's Coach Sales Centre:
 - a) if there are any passengers travelling on the coach who, for any reason, may require assistance exiting from a coach or from a shuttle.

- b) if a coach will be carrying football supporters. The customer must supply a full passenger list, details of the match, the date and venue, no less than 48 hours prior to the booked departure.
 - c) if a coach will be carrying animals. The carriage of animals is governed by Eurotunnel's Conditions of Carriage and related policies. The customer is solely responsible for declaring the presence of animals and producing the documentation required by border authorities to authorise the carriage of animals. The customer should consult the Eurotunnel website or contact DEFRA (www.defra.gov.uk) for all relevant information.
- 2.4 Failure to notify Eurotunnel of the circumstances set out in 2.3 at the time the booking is made may result in a delay to a crossing. Failure to notify Eurotunnel of the circumstances in 2.3 b) being the carriage of football supporters, may result in the cancellation of a booking.
- 2.5 The customer must provide such information regarding the purpose of a crossing that is requested by Eurotunnel. Eurotunnel reserves the right, at its entire discretion, to cancel a booking and/or refuse carriage to a coach if it is reasonably of the opinion that carriage is likely to undermine or threaten the safety or security of its service.

3. Payment - Customers who do not have a Trade Account

- 3.1 Full payment **must** be made at least 37 days before the booked departure using a credit or debit card approved by Eurotunnel, by cleared cheque or by bank transfer.
- 3.2 For bookings made less than 37 days before the booked departure, full payment **must** be made at the time of booking.
- 3.3 Bookings will not be confirmed until customers comply with any specific payment terms applied by Eurotunnel.
- 3.4 If payment is not received in accordance with clause 3.1 or 3.2, the booking will automatically be cancelled.

4. Payment - Customers with a Trade Account

- 4.1 Payment must be made in accordance with the agreement between the customer and Eurotunnel. Invoices must be paid within 30 days of the date of Eurotunnel's invoice.
- 4.2 Eurotunnel may, at its sole discretion, immediately suspend a trade account if payment is not made in accordance with these Terms and Conditions. Bookings that have been paid for in full will be honoured. Bookings that have not been paid for will be cancelled.

5. Invoicing- Customers with a Trade Account

- 5.1 Eurotunnel shall invoice customers with a trade account not more than 28 days before the booked departure date or immediately, in the case of bookings made within 28 days of the booked departure date.
- 5.2 Customers shall notify Eurotunnel in writing of any dispute in relation to an invoice within 14 days of the date of the invoice.
- 5.3 Interest on any unpaid amounts due from a customer shall accrue on a daily basis, at the rate of 4% above the base-lending rate of the Bank of England from time to time.

6. Cancellation or Amendment of Bookings

- 6.1 Bookings cancelled or travel date amendments within 35 calendar days of the booked departure date will be charged in full.
- 6.2 There is no charge for online amendments or cancellation of bookings more than 35 days before the booked departure date.

7. Refunds

- 7.1 Bookings made for black tariff dates are **non-refundable**.
- 7.2 Bookings made for red, yellow or blue tariff dates **are refundable** if cancelled in accordance with clause 6.
- 7.3 Any other refund shall be at the sole discretion of Eurotunnel.

8 Check-In

- 8.1 Coach drivers must produce the booking reference number at check-in. If the driver fails to do so, he/she will be required to make a new booking. If the new booking is made under an existing trade account, the booking shall be charged under the Commercial Terms applicable to that trade account. If a trade account is not used, the booking shall be charged at the published fare applicable to the crossing requested.
- 8.2 Coaches must arrive at check-in not less than 60 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.
- 8.3 Coaches which arrive early may be able to travel on an earlier departure subject to availability and payment of any difference in the cost of the fare applicable to the earlier departure and the fare paid.
- 8.4 Coaches which arrive late (less than 60 minutes before the booked departure) will not be able to travel on the booked departure. A new booking will have to be made at the relevant fare. If the new booking is made under an existing trade account, the booking shall be charged under the Commercial Terms applicable to that trade account. If a trade account is not used, the booking shall be charged at the published fare applicable to the crossing requested.
- 8.5 LPG (Liquefied Petroleum Gas) and dual powered vehicles (e.g. coaches fitted with an LPG tank as an alternative fuel) **cannot be accepted for carriage** by Eurotunnel. Subject to 8.6. coaches fitted with an LPG container are accepted for carriage.
- 8.6 Coach drivers must notify Eurotunnel at check-in if their coach is fitted with an LPG container. Coaches fitted with LPG containers to power cooking, refrigeration, heating and water heaters must be switched off, weigh no more than 47kg and be no more than 80% full.
- 8.7 Unless directed to do so by Eurotunnel staff, a driver must not:
- a) use the lanes reserved for FlexiPlus passengers; or
 - b) set down passengers anywhere on Eurotunnel's terminals, in particular at the service station on the UK terminal.
- 8.8 For the purposes of safety and security, coaches, drivers, passengers and/or luggage may be searched by Eurotunnel staff or the border and security authorities of the UK or France.
- 8.9 Customers agree to be bound without limitation by any act or inaction by their driver in relation to a booking.

9 Trade Accounts

- 9.1 Customers with a trade account must:
- a) keep the terms of any Commercial Agreement confidential.
 - b) keep confidential and secure the log in details of a trade account.

Failure to do so shall entitle Eurotunnel to refuse transit or suspend or terminate a trade account, in which case the customer shall (if permitted to travel) pay for bookings at the published fare.

- 9.2 Eurotunnel is entitled to:

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- a) refuse to open a trade account at its sole discretion.
- b) suspend or close a trade account if a customer fails to pay any amount due to Eurotunnel or breaches any term of the Agreement.

10 Liability

10.1 Customers shall comply with the Agreement without limitation.

10.2 The provisions relating to 'Exclusions of Liability' 'Liability' and 'Reporting Claims and Limitation' in Eurotunnel's Conditions of Carriage govern the liability of Eurotunnel and the customer under the Agreement. For the avoidance of doubt, the definition of 'Vehicle' in Eurotunnel's Conditions of Carriage includes a coach. In addition to the customer's liability under Eurotunnel's Conditions of Carriage, customers are liable for and shall indemnify Eurotunnel against:

- a) any failure by the customer to comply with the Agreement.
- b) any action or inaction or negligent act or omission of a customer's drivers, passengers, servants, agents or any other coach operator travelling on the customer's trade account.
- c) any claim by coach passengers or by any third party.
- d) any breakdown of a coach on Eurotunnel's terminal, on a Shuttle or during loading or unloading.
- e) any refusal of transit to any coach or passenger by Eurotunnel or border authorities.

Arising from any breach by the customer of any terms of this Agreement or any negligent act or omission by the customer, a driver or passengers.

10.3 Eurotunnel shall not be liable for any cost, loss or expense incurred or claimed by any customer, driver, passenger or operator using the customer's trade account, directly or indirectly arising from any delay to loading, unloading or transit of any coach on Eurotunnel's shuttles.

11 General Conditions

11.1 Eurotunnel's Conditions of Carriage shall have precedence in the event of any inconsistency between the Conditions of Carriage and these Terms and Conditions.

11.2 Eurotunnel reserves the right to amend these Terms and Conditions, the Conditions of Carriage, any Commercial Terms, the Coach Calendar and any published fares at any time.

11.3 Customers must notify all drivers and passengers before check-in that Eurotunnel's Conditions of Carriage apply to their journey.

11.4 Regulations imposed by the UK or French governments: In the event that a passenger travelling with a customer is found by the border authorities of the UK or France to be travelling without the correct documentation required for entry to the UK or France, and if the border authority implements a financial penalty on Eurotunnel for such failure, Eurotunnel reserves the right to charge the operator the amount of such penalty plus its reasonable costs. The customer shall pay Eurotunnel's invoice within 30 days of receipt.