

## Eurotunnel Le Concierge Services - Terms and Conditions

### 1. Scope of Application

These Le Concierge Services Terms and Conditions apply to and are deemed accepted by each Client who requests the assistance of Eurotunnel's Le Concierge Services and pays the relevant Fee.

### 2. Definitions

**"Le Concierge Services"** means: The assistance provided by Eurotunnel at the request of the Client to take steps to help the Client complete the documents required to meet the Cross-border Travel Conditions.

**"Fee"** means the non-refundable sum of £10/€10 (inclusive of VAT/TVA) applicable to each individual Client requiring the assistance of Le Concierge Services, regardless of age and payable to Eurotunnel in the UK by credit or debit card only and in France the preferred method of payment is credit or debit card. In the event a Client in France should need to pay the Fee with cash, where possible this should be in exact money only. Cash is not accepted in the UK.

**"Client"** refers to the individual person/passenger purchasing Le Concierge Services from Eurotunnel.

**"Competent Authority"** means any person, national or international body or organisation with the power to make Regulations relating to the operation of the Channel Tunnel.

**"Conditions of Carriage"** means Eurotunnel's Conditions of Carriage, any other agreements or documentation issued by Eurotunnel relating to the carriage and the ticket.

**"Cross-border Travel Conditions"** means the conditions under which the Client is permitted to cross the border between the UK and France in either direction which are fixed by the governments and border agencies of the UK and France as a Competent Authority and subject to change at their sole discretion

**"Regulations"** means these conditions, the Conditions of Carriage, any laws, legislation, bylaws, customs regulations, rules, regulations, procedures, policies or guidance issued by any Competent Authority, including Eurotunnel, concerning carriage via the Channel Tunnel

### 3. Le Concierge Services

- 3.1. On payment of the Fee by the Client, Eurotunnel agrees to use reasonable skill and care in its provision of Le Concierge Services.
- 3.2. Eurotunnel makes no representation or warranty that Le Concierge Services will be error free or uninterrupted or sufficient for the purposes of crossing the border between the UK and France.
- 3.3. It is the Client's sole responsibility to ensure that before travel they meet the requirements of the Cross-border Travel Conditions and Regulations, and have the relevant documentary evidence required by the governments and border agencies of the UK and France ready for presentation before boarding Le Shuttle. If the Client is using Le Concierge Services for a third party the Client confirms that they have the consent of the third party to use Le Concierge Services on their behalf.
- 3.4. It is the Client's sole responsibility to ensure the quality, completeness, accuracy, validity and integrity of any information provided. As the Client you are solely responsible if you intentionally or unintentionally provide fraudulent, incorrect or inaccurate, unauthorised, ineligible or otherwise improper information.

- 3.5. Eurotunnel's Conditions of Carriage apply.
- 3.6. All warranties, terms and conditions not set out in these Eurotunnel Le Concierge Terms and Conditions whether implied by statute or otherwise are excluded to the fullest extent permitted by law.

#### 4. Data Protection

- 4.1. Eurotunnel processes personal data in compliance with the provisions of French law "Informatique et Libertés" dated 6 January 1978, the UK Data Protection Act 2018 and the regulations in force in the European Union. All information relating to the processing of personal data is available on the "privacy" page of Eurotunnel's website, which is accessible via: [www.eurotunnel.com](http://www.eurotunnel.com).

#### 5. Exclusions of Liability

- 5.1. Eurotunnel excludes liability for any direct, indirect or consequential loss including loss of business, contracts or profits, suffered by the Client as a result of the Client using Le Concierge Services, howsoever arising;
- 5.2. Eurotunnel excludes liability for the assistance provided to the Client by Eurotunnel's agents, employees or subcontractors which arises from a failure of the Client to comply with these Le Concierge Terms and Conditions;
- 5.3. Eurotunnel excludes liability for loss or damage arising from a decision by any Competent Authority to refuse travel;
- 5.4. Eurotunnel excludes liability for any fines or penalties imposed on the Client by Competent Authorities for a failure to meet the requirements of the Cross-border Travel Conditions.
- 5.5. Clients are liable for, and indemnify and hold harmless Eurotunnel and its affiliates against any breach of these Le Concierge Terms and Conditions, any and all claims, costs, damages, losses, expenses and liabilities suffered or incurred by the Client as a result of using Le Concierge Services.

#### 6. Liability

- 6.1. Nothing in these Terms and Conditions shall exclude or limit Eurotunnel's liability for death or personal injury resulting from Eurotunnel's negligence or for fraud or fraudulent misrepresentation or any liability that cannot be excluded or limited by law and which directly arises out of or in connection with Le Concierge Services.
- 6.2. Eurotunnel's liability in respect of any failure to perform Le Concierge Service shall be limited to the re-performance of the relevant part of Le Concierge Service as far as is practicable.
- 6.3. The total liability of Eurotunnel to the Client in respect of any loss or damage under or in connection with these Terms and Conditions shall not exceed the amount of Fees paid by the Client for Le Concierge Services.
- 6.4. Eurotunnel shall not be liable for any delay nor any consequences arising from the Client's use of Le Concierge Services.

For further information regarding Eurotunnel see [www.eurotunnel.com](http://www.eurotunnel.com)