

# Conditions of Carriage

Applicable as of December 23 2020. Particular attention must be paid to conditions 9,10,11,13 and 14

## 1 Definitions

**"Animals"** means a dog, a cat or a ferret, or other live animal such as domestic equidae (horses, ponies, donkeys and mules), rodents, rabbits, birds, invertebrates, amphibians and reptiles, bees and bumble bees, molluscs, crustaceans and ornamental aquatic animals, animals for display, education, conservation or breeding purposes, poultry (including chicks and eggs).

**"Carriage"** means the transport of Vehicles (including their Commercial Goods and/or Personal Belongings and Animals) and their Passengers on Shuttles via the Channel Tunnel.

**"Channel Tunnel"** means the Fixed Link as defined in the Treaty of Canterbury between the UK and France signed on 12th February 1986.

**"Commercial Goods"** means any articles, sample, tools, goods or materials for sale, re-sale, commercial delivery, transfer, or for incorporation into other commercial goods.

**"Commercial Van"** means any light goods vehicle with an actual weight up to 3.5 tons AGW, whose dimensions do not exceed 3.6 metres in height, 2.55 metres width.

**"Commercial Vehicle"** means any vehicle, other than a Passenger Vehicle, carrying Commercial Goods or designed/intended to do so, including, but not limited to, box vans, Commercial Vans, articulated vehicles, coaches, public service vehicles, lorries, tractor vehicles, and vehicles with trailers and semi-trailers.

**"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.

**"Contract of Carriage"** means these Conditions of Carriage, any other agreements or documentation issued by Eurotunnel relating to the Carriage, and the Ticket.

**"Customer"** means any person in whatever capacity who concludes a Contract of Carriage with Eurotunnel, who purchases or authorises the purchase of a Ticket, and/or who uses the Channel Tunnel including, as the context requires, the account holder, the person making the booking, the driver of a Vehicle, any Passenger(s), the person or business entity which operates, owns or charters the Vehicle, the freight forwarder, and/or any person or business entity with an interest in the Vehicle or Commercial Goods or Personal Belongings in or on a Vehicle.

**"Dangerous Goods"** means any product, substance, material, article or item, capable of posing a significant risk to health, safety, property or the environment and which is classified under the ADR Regulations or any other Regulation in force by either Eurotunnel or Competent Authorities and/or specific provisions included in international treaties, duly ratified by the UK and/or France.

**"Eurotunnel"** means the partnership between the Channel Tunnel Group Limited and France-Manche S.A. and their assignees acting as concessionaires and operators of the Channel Tunnel pursuant to a concession awarded by the UK and French Governments dated 14th March 1986.

**"Force Majeure"** means any state of affairs beyond the reasonable control of Eurotunnel, including without limitation, act of God, adverse weather conditions, fire, flood, riot, armed conflict, terrorist action, civil disturbance, unauthorised intrusions, action by Government or other Competent Authority, national emergency, any third party strike, lock-out or industrial dispute, or power or mechanical failure (howsoever arising).

**"Passenger"** means any person travelling in or with a Vehicle on a Shuttle, including drivers.

**"Passenger Vehicle"** means any motor vehicle, other than a Commercial Vehicle, not used, designed or intended for the carriage of Commercial Goods, and including but not limited to, cars, motorcycles, private vans, camper vans and any caravan or trailer attached to a Passenger Vehicle.

**"Personal Belongings"** means any article or thing that is not Commercial Goods and is intended for the personal use of Passengers whether in or on a Vehicle, or carried or worn, including but not limited to luggage and suitcases and their contents, and consumables used for purposes incidental to the Passenger's work.

**"Regulations"** means these 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.

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

**"Shuttle"** means the Eurotunnel rolling stock consisting of locomotives and carriages.

**"Ticket"** means the ticket, hanger or other form of authority to travel issued for Carriage on a Shuttle by Eurotunnel.

**"Vehicle"** means Commercial Vehicle and/or Passenger Vehicle, as the case may be.

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

## 2 Scope of Application

- These Conditions of Carriage apply to the Carriage of all Vehicles and their Passengers, Commercial Goods, Animals and Personal Belongings on Shuttles.
- Carriage on Shuttles is subject to all applicable Regulations issued by Competent Authorities and all terms and conditions of sale to which any Ticket is subject. The Ticket is the evidence of the Contract of Carriage with the Customer. The Ticket is not a consignment note.
- Commercial Vehicles are only permitted on freight Shuttles. Subject to availability and compliance with the particular terms and conditions relating to the Vehicle, Commercial Vans and coaches are permitted on passenger Shuttles.
- All warranties, terms and conditions not set out in these Conditions of Carriage whether implied by statute or otherwise are excluded to the fullest extent permitted by law.
- By making a booking or opening an account the Customer confirms and warrants that all Passengers and any person with an interest in the Vehicle, Commercial Goods, Animals or Personal Belongings, have been notified of, have read and accepted, and shall comply with these Conditions of Carriage.

## 3 Carriage

- Eurotunnel agrees to provide Carriage to Vehicles, their Passengers, their Commercial Goods, Animals and Personal Belongings on its Shuttles to their destination terminal via the Channel Tunnel subject to and in accordance with these Conditions of Carriage provided that:
  - Carriage is permitted under the Regulations and not prevented by Force Majeure;
  - Customers comply with these Conditions of Carriage;
  - drivers accept liability for the embarkation and disembarkation of their Vehicle on to and from Shuttles; and
  - Passengers do not act in a manner likely to endanger any person or property or pose a threat to Carriage.
- Eurotunnel agrees to:
  - provide Carriage with reasonable skill and care and in accordance with the Regulations;
  - use reasonable endeavours to avoid causing any loss or damage to any Vehicle.
- In the event that Carriage is delayed, suspended or cancelled for any reason whatsoever so that Carriage is not, in Eurotunnel's sole opinion, possible within a reasonable time then Eurotunnel shall either, at its cost and in its sole discretion:
  - make arrangements for the Customer to travel to or from Calais or Dover (as the case may be) with another operator of cross channel travel services; or
  - cancel the Ticket and refund the fare paid by the Customer; or
  - offer the Customer the opportunity to cancel their Ticket and re-book Carriage at a different time (but on the same tariff band). Customers rejecting this offer will receive a refund in accordance with condition 3.3.2.
- In respect of delay, disruption or cancellation, Eurotunnel is only liable to the extent stated in conditions 3.3.1 to 3.3.3. The taking of any of the above steps by Eurotunnel shall be in full and final settlement of any claim any Customers may have against Eurotunnel.
- Passengers failing to comply with the current Conditions of Carriage do so entirely at their own risk.

3.6 Eurotunnel shall not be liable for any delay nor any consequences arising from compliance with these Conditions of Carriage.

3.7 Eurotunnel shall be entitled to refuse Carriage to a Customer who fails to comply with the terms of these Conditions of Carriage.

## 4 Customs/Police/Safety/Security

- Customers must comply with all Regulations relating to safety and security in force from time to time, and available at [www.eurotunnel.com](http://www.eurotunnel.com).
- Customers must ensure that:
  - Vehicles are safe for Carriage and secure during Carriage;
  - heaters, electrical units and devices and gas equipment are switched off and aerials are retracted;
  - Vehicles, Commercial Goods, Animals and Personal Belongings are free from infestation of any description and from contamination from any cause whatever;
  - Personal Belongings, Animals and Commercial Goods are properly loaded and secured;
  - Passengers are fit to travel on a Shuttle;
  - they take all reasonable steps not to impair the health and safety of other Passengers and Eurotunnel personnel on Eurotunnel's terminals and Shuttles.
- Passengers confirm that they have full knowledge of the contents of their Vehicle, any Commercial Goods and Personal Belongings.
- Passengers shall:
  - comply with any checks, inspections and searches of their person, Vehicles, Commercial Goods, Animals and Personal Belongings ;
  - answer any questions and provide to Eurotunnel, Customs, Police or security personnel such information as they consider in their sole discretion to be necessary or desirable to ensure the safety, security, efficiency and regular operation of Carriage;
  - comply with all Regulations and instructions given by Eurotunnel personnel.

## 5 Refunds

5.1 Subject to condition 3.3.2, and applicable booking terms, Tickets are non-refundable.

## 6 The Carriage of Dangerous and Hazardous Goods and Hazardous Articles

- The Carriage of Dangerous Goods, hazardous goods and hazardous articles, is subject to the provisions Eurotunnel's policy for the Carriage of Dangerous Goods available at [www.eurotunnel.com](http://www.eurotunnel.com) and [www.eurotunnelfreight.com](http://www.eurotunnelfreight.com).
- Exclusions and restrictions:
  - on passenger Shuttles: the Carriage of Dangerous Goods is not permitted. The Carriage of hazardous goods and hazardous articles is restricted.
  - on freight Shuttles: the Carriage of Dangerous Goods is restricted and conditional upon prior declaration as described in the above-mentioned policy. The Carriage of hazardous goods and hazardous articles is also restricted.
- The Customer indemnifies Eurotunnel against:
  - any loss or damage suffered by Eurotunnel;
  - any liability which Eurotunnel may incur to any third party; caused by the Customer's failure to comply with Eurotunnel's above-mentioned policy.
- Eurotunnel shall have no liability to the Customer for any other Customer's failure to comply with Eurotunnel's above-mentioned policy.

## 7 The Carriage of Animals

7.1 The Carriage of Animals is not permitted on freight Shuttles. Such Carriage is permitted on passenger Shuttles subject to Eurotunnel's policy for the Carriage of Animals available at [www.eurotunnel.com](http://www.eurotunnel.com) and [www.eurotunnelfreight.com](http://www.eurotunnelfreight.com).

## 8. Exclusions from Carriage

- 8.1 Vehicles powered by LPG (or equivalent flammable gas) are not permitted on Shuttles. Eurotunnel also reserves the right to exclude from Carriage, for such period as it shall in its sole discretion determine:
- 8.1.1 Vehicles which fail to comply with the Regulations applicable to their vehicle category (including dimensions);
- 8.1.2 Vehicles which in Eurotunnel's sole opinion present a threat to the safety or security of any person or of the Channel Tunnel, or whose condition may cause delay, or otherwise impede Carriage;
- 8.1.3 Vehicles carrying Commercial Goods, Animals or Personal Belongings improperly or inadequately secured or packed; or which have failed any pre-boarding check or inspection;
- 8.1.4 Passengers not in possession of a valid Ticket;
- 8.1.5 Passengers not in possession of valid travel documents; whose travel documents are destroyed or defaced, expired, incomplete or fraudulent; or who refuse checks on travel documents;
- 8.1.6 Passengers previously notified as barred from travelling with Eurotunnel;
- 8.1.7 Passengers who appear to be intoxicated, under the influence of alcohol or drugs or whose conduct may, in Eurotunnel's sole opinion, present a risk to safety or security, or cause delay, or otherwise impede Carriage, or whose conduct is discourteous and/or likely to cause nuisance to others;
- 8.1.8 Passengers who do not comply with the Regulations.
- 8.2 Smoking is strictly prohibited on board Shuttles. Smoking is only permitted in designated areas on Eurotunnel's terminals. Eurotunnel may refuse Carriage to Passengers who violate this prohibition.
- 8.3 For the avoidance of doubt Eurotunnel shall have no duty as bailor, and shall not be liable for storing, packing or unpacking of any Vehicles, Commercial Goods, Animals or Personal Belongings that have been checked, unloaded or excluded from Carriage.

## 9. Exclusions of Liability

- 9.1 Eurotunnel is not liable for any loss or damage, whatsoever and howsoever arising, to Vehicles, Commercial Goods, Animals and/or Personal Belongings unless such loss or damage arises directly from Eurotunnel's breach of these Conditions of Carriage;
- 9.2 Eurotunnel also excludes its liability for any loss or damage arising:
- 9.2.1 as a result of Eurotunnel exercising its rights under the Regulations, or the Customers' failure to comply with these Regulations;
- 9.2.2 subject to condition 3.3, from the delay, suspension or cancellation of Carriage, including situations which may lead to deterioration of Commercial Goods or Animals;
- 9.2.3 from the assistance provided to Customers by Eurotunnel's agents, employees or subcontractors and which arises from a failure of the Customer to comply with these Conditions of Carriage;
- 9.2.4 from circumstances beyond its control including Force Majeure, the activities and/or negligence of third parties (including other Customers, border force and customs, police, tax and revenue authorities, and fire and rescue services), or any other activities which are not Eurotunnel's responsibility and/or under its control;
- 9.2.5 subject to condition 3.3, from a decision by Eurotunnel or any Competent Authority to suspend or to take steps to suspend access to the Channel Tunnel or Carriage whether in whole or in part;
- 9.2.6 from the inherent risk of wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of any Commercial Goods, Animals or Personal Belongings. Eurotunnel does not provide ancillary power for freezer units;
- 9.2.7 from the carriage of money or other valuables;

- 9.2.8 from breakdown recovery, the re-embarkation or re-packing of any Vehicle, Commercial Goods or Personal Belongings. The costs of recovery, re-embarkation or re-packing shall be payable by the Customer;
- 9.2.9 from security and/or safety checks carried out by Eurotunnel or Competent Authorities;
- 9.2.10 for any negligent acts or omissions of any third party;
- 9.2.11 for any fines or penalties imposed on the Customer by Competent Authorities;
- 9.2.12 for claims for loss or damage not submitted in accordance with these Conditions of Carriage.
- 9.3 Eurotunnel is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these Conditions of Carriage for special or consequential loss or damage, whether direct or indirect, including loss of profit, loss of revenue, loss of use or loss of contracts, howsoever arising.
- 9.4 Subject to condition 10.1.1, Eurotunnel is not liable in connection with these Conditions of Carriage for any personal injury, death and/or loss or damage to Vehicles, Commercial Goods Personal Belongings or Animals which:
- 9.4.1 arises from any act or omission of the Customer; or
- 9.4.2 is caused by events or circumstances unrelated to Carriage; or
- 9.4.3 occurs at any time before a Shuttle departs from or after a Shuttle arrives at Eurotunnel's terminals.

## 10. Liability

- 10.1 Nothing in these Conditions of Carriage excludes or limits Eurotunnel's liability for:
- 10.1.1 death or personal injury caused by Eurotunnel's negligence;
- 10.1.2 fraud or fraudulent misrepresentation by Eurotunnel; or
- 10.1.3 any liability which cannot be legally excluded or limited and which directly arises out of or in connection with Carriage.
- 10.2 Eurotunnel's liability for loss or damage during and linked to Carriage shall be limited as follows:
- 10.2.1 Eurotunnel's liability for loss or damage to Commercial Goods and Animals shall in no event exceed: either (i) 8.33 SDR per kilogram gross weight lost or damaged (including packaging), or (ii) the purchase value of the Commercial Goods or Animals lost or damaged, or (iii) the depreciation in value of the Commercial Goods or Animals, whichever is lower.
- 10.2.2 Eurotunnel's liability for loss or damage to Personal Belongings and Animals shall be limited to 1,000 SDR per Vehicle.
- 10.2.3 Eurotunnel's total liability for loss or damage in respect of a Commercial Vehicle (which in this context includes any Commercial Goods, Personal Belongings, Animals and any towed vehicles or trailers whether loaded or empty), whether in contract or tort, and whatever the number of claims and/or claimants, shall not exceed 70,000 SDR per Vehicle.
- 10.2.4 Eurotunnel's total liability for loss or damage in respect of Passenger Vehicle (which in this context includes any Personal Belongings, any Animals, and any towed vehicles or trailers whether loaded or empty), whether in contract or tort, and whatever the number of claims and/or claimants, shall not exceed 8,000 SDR per Vehicle.
- 10.3 Customers have a duty to use reasonable endeavours to mitigate any loss or damage allegedly suffered to their Vehicle, Commercial Goods, Animals and/or Personal Belongings.
- 10.4 Customers are liable for, and indemnify Eurotunnel against any breach of these Conditions of Carriage, any loss or damage to Eurotunnel's property, and/or any loss or damage to third party property, caused by their Vehicle, Commercial Goods, Personal Belongings or Animals or by their failure to observe any Regulations while on Eurotunnel's terminals or during Carriage.

## 11. Reporting Claims and Limitation

- 11.1 Claims by the Customer for damage or loss during Carriage must be reported immediately to Eurotunnel's personnel or within 3 business days by "signed for" letter following the date of Carriage (postal addresses available at [www.eurotunnel.com](http://www.eurotunnel.com) – Contact us).
- 11.2 Claims submitted other than in accordance with condition 11.1 will not be considered by Eurotunnel.
- 11.3 Any legal proceedings under these Conditions of Carriage must be brought within one year of the date of Carriage.

## 12. Data Protection

- 12.1 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).

## 13. Governing Law and Jurisdiction

- 13.1 All parties to these Conditions of Carriage hereby irrevocably submit to the exclusive jurisdictions of the English and French courts as the case may be.
- 13.2 Without prejudice to any statutory provisions these Conditions of Carriage shall be governed by English law or French law:
- 13.2.1 incidents occurring on a Shuttle prior to departure or after arrival shall be governed by the law and the courts of the country in which Shuttle is located;
- 13.2.2 incidents occurring on a Shuttle that has commenced Carriage shall be governed by the law and the courts of the country of departure of the Shuttle.
- 13.3 In the case of death or personal injury these Conditions of Carriage shall be governed by the law and the courts of the country in which the incident causing the death or injury occurred.
- 13.4 For the avoidance of doubt, if English law applies then the English courts shall have exclusive jurisdiction. If French law applies then the French courts shall have exclusive jurisdiction. In case of legal actions brought in France by business Customers, jurisdiction is expressly awarded to the **Commercial Court of Boulogne-Sur-Mer**.

## 14. Lien

- 14.1 Eurotunnel shall have a lien on all or part of a Commercial Vehicle and/or Commercial Goods travelling on the Customer's account, for all sums due to Eurotunnel from the Customer.
- 14.2 Eurotunnel shall give notice of the exercise of its lien to the Customer. If the sums due to Eurotunnel are not paid within 28 days from the date when Eurotunnel gives notice to the Customer then the Commercial Vehicle and/or Commercial Goods may be sold. Eurotunnel shall apply the proceeds of sale in satisfaction of the lien and all proper and related charges and expenses of Eurotunnel in exercising the lien. Eurotunnel will account to the Customer for any surplus.
- 14.3 In the event of an incident involving a Vehicle, Eurotunnel reserves the right to detain the Vehicle concerned for the purpose of determining the causes of the incident.

## 15. General

- 15.1 No Waiver - No failure by Eurotunnel to enforce any provision of these Conditions of Carriage shall be construed as a waiver of such provision or affect Eurotunnel's right to enforce any other provision.
- 15.2 Severance - Should any of the provisions of these Conditions of Carriage be determined to be void or unenforceable then the provision shall be severed and the remaining provisions shall continue in full force and effect.
- 15.3 Variation - Eurotunnel reserves the right to amend these Conditions of Carriage at any time and without notice. Any such amendment shall not be enforceable retrospectively. The Customer agrees that any use of the Shuttle implies acceptance of the applicable Conditions of Carriage. The current version of these Conditions of Carriage in force is available at [www.eurotunnel.com](http://www.eurotunnel.com).
- 15.4 Foot Passengers are not permitted on Shuttles. Eurotunnel carries cyclists in accordance with its booking terms available at [www.eurotunnel.com](http://www.eurotunnel.com).

15.5 For Personal Belongings lost on the terminal or on a Shuttle contact customerservices@eurotunnel.com.

15.6 No Children under the age of 12 are permitted on freight Shuttles.

15.7 These Conditions of Carriage are issued in both English and French. Where the governing law is English, the English language version shall be treated as the authentic version, and where the governing law is French, the French language version shall be treated as the authentic version.

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



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