



Business Account Terms and Conditions

These Terms and Conditions apply to bookings for business travel with Eurotunnel where travel occurs from the 11th of June 2019 and will continue to apply until they are amended by Eurotunnel. Booking and travel with Eurotunnel after the above date shall be deemed to constitute acceptance of these terms and conditions.

1. Definitions

1.1 In this Agreement the following words and phrases shall have the following meanings:

Account	the Client's cash or credit business account, as the case may be, with Eurotunnel for Employee business travel on Eurotunnel's shuttle service;
Account Application Form	the form that must be completed in order for a Client to open an account with Eurotunnel to purchase travel;
Agreement	these Business Account Terms and Conditions, the Commercial Terms, Eurotunnel's Ticket Terms and Conditions and Eurotunnel's Conditions of Carriage as may be amended from time to time;
Booking/s	a booking issued by Eurotunnel to the Client for travel on Eurotunnel's Shuttle service at the Published or Contract Fare with a Qualifying Vehicle;
Booked Departure	the date and time of travel in relation to the Booking;
Booking Reference Number	a unique reference number issued by Eurotunnel in respect of each Booking;
Client	the person or legal entity which makes a Booking and whose details are specified in the Account Application Form;
Credit Account Holder	the Client whose details are specified on the Account Application Form and to which Eurotunnel has offered credit in respect of payment;
Employee/s	any of the Client's authorised employees;
Eurotunnel	together the Channel Tunnel Group Limited and France-Manche S.A.;
Lead Passenger	the driver/passenger (being an Employee) whose name appears on the Booking;
Passenger	any person travelling with the Lead Passenger
Purchase	any purchase of travel made by the Client;

Qualifying Vehicle	any private car, motor cycle or camper van, including any trailer attached thereto not used for the carriage of goods or articles to be sold commercially or used industrially;
Shuttle	a Eurotunnel Shuttle train.
Travel	the transport on the Shuttle of a vehicle and its passengers

- 1.2 In this Agreement words importing the singular shall include the plural and vice versa and words importing one gender shall include all genders and reference to paragraphs clauses and schedules are references to the paragraphs clauses and schedules of this Agreement.
- 1.3 The headings in this Agreement and any use of underlining or emphasis are for convenience only and shall not affect its construction.

2. Use of the Account

- 2.1 Eurotunnel has agreed to set up an Account for the Client for the sole purpose of making Bookings for business purposes on Eurotunnel's Shuttle service for Employees only.
- 2.2 The Client shall only use the Account in accordance with the terms and conditions of this Agreement.
- 2.2.1 The Client shall only use the Account for the purchase of travel by Employees for the purposes of the Client's business.
- 2.2.2 The only persons entitled to travel on Bookings made on the Account are Employees;
- 2.2.3 The Account shall not be used for the personal use of Employees unless otherwise agreed by Eurotunnel in writing.
- 2.3 No fee shall be payable for the opening of the Account.
- 2.4 If the Account is not used for any 6 month period Eurotunnel will be entitled to close the Account without notice to the Client.

3. Bookings

- 3.1 The Client shall be entitled to make Bookings on the Account:
- 3.1.1 on-line at Eurotunnel's website www.eurotunnel.com.
- 3.2 On making a Booking, the Client shall specify the name of the Lead Passenger. The Lead Passenger will be required to travel on the Booking and to produce an identity document if required at Eurotunnel's Check-In. Failure by the Lead Passenger to travel will invalidate the Booking.
- 3.3 The Client shall be given a Booking Reference Number, which must be quoted by the Lead Passenger at Check-In in order to travel. If the Lead Passenger fails to quote the correct Booking Reference Number, or the Lead Passenger named on the booking is not present at Check-In, the driver shall be required to make a new Booking. Payment must be made by the driver at Check-In at Eurotunnel's standard fare applicable at the time before travel will be allowed.
- 3.4 Where the Account is a cash Account the Booking Reference Number shall be notified directly to the Client only on full payment of the price of the travel.
- 3.5 The Client shall notify the Lead Passenger that the terms and conditions of this Agreement apply and shall provide him with a copy of these terms.

- 3.6 Eurotunnel's Ticket Terms (available on request) apply to all travel on a Shuttle and bookings made using the Account. These terms contain important rules regarding ticket validity and checking in and should be read before travelling. The Client shall provide the Lead Passenger with a copy of these Terms. The Client will be responsible for ensuring that they have a copy of the current Ticket Terms at any time.
- 3.7 Where a booking is amended, the client agrees to pay any additional sums due to Eurotunnel as a result of that amendment.
- 3.8 The Client shall pay for Bookings in accordance with the terms of this Agreement.

4. Payment

- 4.1 The Client shall pay Eurotunnel in Pounds Sterling (£) or such other currency as Eurotunnel may agree.
- 4.2 Payment – Clients who are not Credit Account Holders
- 4.2.1 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.
 - 4.2.2 For Bookings made less than 10 days before the Booked Departure payment shall be made at the time of Booking.
 - 4.2.3 Bookings will not be confirmed until the Client complies with the relevant payment terms.
 - 4.2.4 If payment is not received in accordance with clause 4.2.1 in advance of travel the Booking will be cancelled.
- 4.3 Payment – Credit Account Holders
- 4.3.1 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.
 - 4.3.2 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.
- 4.4 Invoicing
- 4.4.1 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.
 - 4.4.2 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.
 - 4.4.3 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.

5. Liability

- 5.1 Eurotunnel's Conditions of Carriage, these Business Account 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 Client 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 Client 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.

- 5.2 The Client 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:
- 5.2.1 any breach of any term of this Agreement by the Client; or
 - 5.2.2 any unauthorised use of the Account by the Client or one of its Employees. The Client shall notify Eurotunnel immediately upon becoming aware of any such unauthorised use by one of its Employees;
 - 5.2.3 any negligent act or omission committed by the Client or one of its Employees;
 - 5.2.4 the theft, loss or fraudulent use of Booking Reference Numbers where such theft, loss or fraudulent use results from the Client's lack of prudent care of the same. The Client shall notify Eurotunnel immediately upon becoming aware of any such theft, loss or fraudulent use.
- 5.3 Eurotunnel shall not be liable to the Client for any costs, loss, liability or expense arising out of or otherwise in connection with the misuse of the Client's account number by any third party, with or without the Client's knowledge or approval.

6 Termination

- 6.1 Eurotunnel may terminate or amend any part of this Agreement at any time forthwith upon the giving of such notice to the Client as Eurotunnel decides.
- 6.2 Eurotunnel may terminate this Agreement immediately by written notice if the Client:
- 6.2.1 Fails to make payment of any amount falling due to be paid within 7 days of the due date for payment;
 - 6.2.2 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; or
 - 6.2.3 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;
 - 6.2.4 is declared insolvent, or being an individual, is declared bankrupt;
 - 6.2.5 ceases or threatens to cease to carry on the whole or any material part of its business;
 - 6.2.6 exceeds any credit limit as notified from time to time by Eurotunnel;
 - 6.2.7 makes or attempts to make a reservation on behalf of a person not a party to this Agreement;
 - 6.2.8 in the event of a breach of this Agreement by the Client which gives Eurotunnel reasonably justified concerns about the direct impact the Client's business places on the ongoing security of the Channel Tunnel.
- 6.3 Either party may terminate this Agreement upon 30 days' written notice.
- 6.4 Upon termination of this Agreement the Client shall immediately pay to Eurotunnel all outstanding sums due to Eurotunnel.
- 6.5 Termination shall not affect Bookings which had been made and paid for in full prior to the date of termination.

6.6 Termination by Eurotunnel of this Agreement shall not release the Client from any liability in respect of any rights accrued at the date of termination or in respect of any antecedent breaches of this Agreement.

7. Entire Agreement

7.1 These Business Account 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 no 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.

7.2 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.

8. Confidentiality

8.1 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.

8.2 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.

9. Assignment

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

10. 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.

11. No Partnership or Agency

Nothing in this Agreement is intended to, or shall constitute or be deemed to constitute any agency, partnership or joint venture of any kind between the parties, nor constitute any party the agent of the party for any purpose.

12. 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.

13. 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.

14. 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 Customer: to the address given on the Account Application Form (or to such other address as may be notified); and in respect of Eurotunnel to: Coach Sales, Eurotunnel Le Shuttle, UK Terminal, Ashford Road, Folkestone, Kent CT18 8XX, (e-mail UKTRADESALES@eurotunnel.com).

15. Governing Law and Jurisdiction

15.1 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.

15.2 With respect to liability, the Governing Law clause shall be as set out in the Conditions of Carriage.