

Freight Online

General Terms and Conditions of Use



1. Definitions

"the Freight Operator"	the person or organisation (including its subsidiaries) entering into this Agreement with Eurotunnel by accepting these terms and who also operates an account with Eurotunnel for the transport of vehicles;
"Authorised User"	any person the Freight Operator authorises to use any or all of the Services under clause 4 below;
"Eurotunnel"	Eurotunnel being an association constituting a partnership between The Channel Tunnel Group Limited whose registered office is at Eurotunnel, UK Terminal, Ashford Road, Folkestone, Kent CT18 8XX and France-Manche S.A. whose principal address is at 19 boulevard Malesherbes, Paris 75008, France;
"Services"	those services set forth in clause 3 below.

2. Scope

- 2.1 The Freight Operator Agreement governs the business relationship between Eurotunnel and the Freight Operator in accordance with the general terms and conditions of the Freight Operator's account.
- 2.2 In addition to the said conditions stipulated in article 2.1 below, Eurotunnel is offering access to the Services set forth in article 3 below. Subject to the terms of article 10.2, these Services are available on the extranet website available at www.eurotunnel.com.
- 2.3 These terms and conditions being for the purpose of defining the conditions of use of the Services, are in addition to the contractual relations pre-existing between the Parties, i.e. the general terms and conditions of the Freight Operator's account and the general terms and conditions of transport.

3. Freight Online Services

- 3.1 The Services offered to the Freight Operator via the website are as follows:
 - 3.1.1 vehicle tracking;
 - 3.1.2 Eurotunnel's Policy for ADR regulated goods;
 - 3.1.3 access to the vehicle registration list which enables a vehicle to cross without a booking (authorised vehicle list)*;
 - 3.1.4 ordering and cancellation of Rapid Service Passes*;
 - 3.1.5 ordering of account tickets*;
 - 3.1.6 e-tickets (authorisation of crossings online);
 - 3.1.7 history of Freight Operator account statements and invoices and withdrawal notice information*;
 - 3.1.8 online invoice verification (Claims);
 - 3.1.9 on-line system to view and amend Authorised User details;
 - 3.1.10 Terminal information;
 - 3.1.11 capacity allowance;
 - 3.1.12 any other service Eurotunnel might develop within the framework of the present agreement.
- 3.2 Any internet access costs for the Services shall be borne by the Freight Operator.

* Services unavailable for customers with a freight account but who pay their crossing by credit card.

4. Terms and Conditions of use of the Services

- 4.1 Eurotunnel authorises the Freight Operator to use the Services for the duration of the agreement. This authorisation applies only to the Freight Operator's authorised personnel in accordance with the present conditions.
- 4.2 The Parties agree to use the SSL system or any appropriate alternative encryption system designed by Eurotunnel to protect messages to the extent that such use is legally allowed in the country in which the Freight Operator trades. The Freight Operator must inform Eurotunnel of any failure to use the appropriate encryption system.
- 4.3 When creating access to the Services for the Freight Operator, the Freight Operator must nominate two principal Authorised Users who will have access to the "Access" option. When the principal Authorised Users have been nominated, they will then have the possibility of nominating additional Authorised Users with access to all or part of the Services. Principal Authorised Users alone will have authorisation to administer the access of the other Principal Authorised Users.
- 4.4 The Freight Operator is responsible for ensuring and guaranteeing that the Authorised Users, in particular the principal Authorised Users, have the necessary authorisation to accept the present conditions on behalf of the Freight Operator and to use the Services in accordance with the present conditions, the Freight Operator having full and complete responsibility for the authorisation given.
- 4.5 The Authorised Users shall have access to the Services by entering their account number, username and password. The password chosen by the Authorised Users must comply with Eurotunnel's internet password management policy.
- 4.6 The Freight Operator may search, view, copy and print out material from the Services for its own proper business purposes and/or within the framework of its business relationship with Eurotunnel.
- 4.7 Eurotunnel reserves the right to delete an Authorised Users' details and/or refuse them access to the Services in the event that such an Authorised User has not used the Services for 12 months.

5. Freight Operator obligations

- 5.1 The Freight Operator agrees to:
 - 5.1.1 use the Services in accordance with the present general terms and conditions of use.
 - 5.1.2 ensure that the Authorised Users comply with Eurotunnel's policies, in particular with respect to password management, instructions of use of the Services provided by Eurotunnel, as well as the present general terms and conditions for use.
 - 5.1.3 inform Eurotunnel forthwith of any revocation or change in the rights of one of the Authorised Users either by using the on-line system to view and amend Authorised Users' either by using the on-line system or in writing signed by a Freight Operator's authorised representative.
 - 5.1.4 use the Services in accordance with the law in force at the given time and in particular:
 - 5.1.4.1 subject to article 4.6, not to copy, print out or otherwise reproduce any or part of the Services without Eurotunnel's prior written consent;
 - 5.1.4.2 not to amend and/or adapt any or part of the Services and/or attempt to misappropriate them from their initial intended function;
 - 5.1.4.3 not to assign or otherwise dispose of the Freight Operator's rights under the present conditions.
- 5.2 The Freight Operator shall, in any event, have sole responsibility for ensuring the running and the compatibility of its information technology and the computer programmes that it uses with the Services and for access to these Services. The Freight Operator should use its own virus protection software. Eurotunnel may not be held responsible for any direct, indirect, material or immaterial damage incurred by the Freight Operator of any of its Authorised Users and as a result of the use of the subscribed Services.

- 5.3 The Freight Operator has sole responsibility for:
- 5.3.1 the use of the Services via its account number and in particular for ensuring the confidentiality of the Authorised Users' passwords;
 - 5.3.2 the choice of the Authorised Users, in accordance with article 4.3 above;
 - 5.3.3 any contravention of the legislation and regulations of its country of origin or any country where its subsidiaries or establishments are based.

6. Eurotunnel obligations

- 6.1 Eurotunnel agrees to provide the Services set out in clause 3 above (with the exception of certain services for the account holders who pay by credit card).
- 6.2 Eurotunnel will take reasonable steps to ensure:
- 6.2.1 that the Services run efficiently;
 - 6.2.2 site maintenance;
 - 6.2.3 subject to the terms of clause 5,2, access security controls and
 - 6.2.4 protection of information posted on the site
- 6.3 In the event of revocation of an Authorised User's access rights by the Freight Operator and at the Freight Operator's request pursuant to clause 5.1.3, Eurotunnel undertakes to disable access to the Services under the user name and password of that Authorised User within two working days of notification. Eurotunnel shall not be responsible for determining the authority of a request to delete, amend or add to Authorised User details.

7. Intellectual property

- 7.1 All trademarks, copyright, database rights and other intellectual property rights in the materials on the site www.eurotunnel.com together with any software code are owned by or licensed to Eurotunnel.
- 7.2 The computer programmes developed by Eurotunnel at the disposal of the Services belong to Eurotunnel.
- 7.3 Consequently and subject to clause 4.6 above, the Freight Operator shall not modify, change, publish, sell or transfer any material on the Website without Eurotunnel's prior written consent.

8. Confidentiality

- 8.1 Both parties hereby undertake on their own behalf and on behalf of their personnel (including in the case of the Freight Operator, its Authorised Users) to keep confidential the contents of any messages and any information or documents in general relating to this agreement or to the business of either party that becomes known to the other during the course of the present agreement. Both parties accordingly agree not to disclose such information to any unauthorised person without the prior written consent of the other unless they are required to do so by law or the information is already in the public domain otherwise than through a breach of this clause.
- 8.2 This obligation shall apply throughout the term of the present agreement. On termination of this agreement, this obligation will continue to apply with no time limit unless the operation of law requires otherwise or such information has come in to the public domain.

9. Freight Operator responsibility

9.1 The Freight Operator has sole responsibility for use of the Services under its account number or by any other means. Accordingly, the Freight Operator shall indemnify Eurotunnel in respect of any claims, loss, damages, or expenses suffered by Eurotunnel as a result of the negligent use of the Services by the Freight Operator.

9.2 Specific point for account holders who pay their crossing in advance by credit card.

9.1.1 Booking details:

9.1.1.1 Any operator with a cash account (payment by credit card) who wishes to make a booking on-line must complete the following fields:

- date of outward trip
- date of return trip (if return chosen)
- tractor registration number
- trailer registration number (optional)
- vehicle length

9.1.1.2 The system will then provide a summary of the trip with the amount to be paid.

9.1.1.3 In the second stage, the following fields must be completed:

- type of credit card
- card number
- issue number
- expiry date
- cryptogram visible on the card
- cardholders' name

9.1.1.4 It should be noted that payment validation cannot be completed until the Freight Operator has first validated the acknowledgement of the present on-line general sales terms and conditions.

9.1.1.5 Once this process has been completed, the Freight Operator will be required to validate his payment and his debit card will consequently be debited of the total amount of the transaction.

9.1.1.6 He will then receive a sales receipt detailing his transaction and a booking number, subject payment authorisation by the bank.

- the booking number or numbers
- the date or dates of travel
- tractor registration number
- trailer registration number (if given)
- customer VAT number
- amount excluding VAT, VAT amount and total amount including VAT
- vehicle length

9.1.2 Crossing details

9.1.2.1 The Freight Operator must imperatively arrive at check-in with the booking number obtained on the internet site.

9.1.2.2 The automatic check-in machines will, on one hand scan the registration number and thus allocate the number in the system to the booking number obtained during the booking process and, on the other hand, the automatic machines will check that the actual vehicle length corresponds with the length declared in the booking for the authorised vehicle.

9.1.2.3 In case of a discrepancy between the length declared and that registered by the system at check-in, the transaction will not be validated.

- 9.1.2.4 The Freight Operator will then be required to make a new booking corresponding to the correct vehicle length.
- 9.1.2.5 The Freight Operator may contact the Freight Commercial Department to obtain details concerning the amendment or possible refund of a crossing which is not used.
- 9.1.3 Booking amendment or cancellation
 - 9.1.3.1 Eurotunnel recalls on one hand that the dates given when making a booking may be amended by the Freight Operator at no extra cost on condition that the trip is made no more than six months following the initial booking date and with the same booking number and, on the other hand, that no booking may be refunded in the case of cancellation.
 - 9.1.3.2 In order to amend a booking, a written request must be sent to the Freight Commercial Department including the booking number and freight cash account number.
 - 9.1.3.3 The service is available on the following numbers:
 - Continent: tel: + (33) (0) 3 21 00 64 65
 - UK: tel: + (44) (0) 1303 282 244
 - 9.1.3.4 Or by email: freight@eurotunnel.com
 - 9.1.3.5 Opening times: 09.00 am – 5.30 p.m. Monday to Friday
- 9.1.4 Booking validity
 - 9.1.4.1 The booking is only valid for the type of vehicle declared and for duration of three days in total i.e. the day before, the actual date and the day after the booking date.

10. Eurotunnel rights and responsibilities

- 10.1 Eurotunnel reserves the right to suspend the Services, to refuse access or make changes at any time and without prior notice.
- 10.2 If the development perspectives allow the Services to develop or if the operating conditions should so require, Eurotunnel reserves the right on reasonable notice to ask the Freight Operator to pay a fee for the Services provided. In such a case, Eurotunnel will inform the Freight Operator, who will then have the possibility of terminating the present agreement by letter of return.
- 10.3 Under no circumstances shall Eurotunnel be liable for any damages, losses or costs of whatsoever kind arising from or as a result of:
 - 10.3.1 suspension, interruption or permanent shutdown of the Services for whatsoever reason;
 - 10.3.2 an event of force majeure;
 - 10.3.3 misuse of the Services by the Freight Operator or one of its Authorised Users;
 - 10.3.4 temporary or permanent closure of the Freight Operator's account;
 - 10.3.5 maintenance or work on the internet site www.eurotunnel.com
 - 10.3.6 risks associated with hacking into the Services, Website or from computer viruses;
 - 10.3.7 error in the content of information given out via the Services as a result of incorrect information being supplied by the driver of the vehicle at Check-in or by the Freight Operator, its Authorised Users or other personnel; computer errors, associated with internet access or hosting, software defects, browser defects or for any other reason;
 - 10.3.8 inadequacy, obsolescence or incorrect configuration of the Freight Operator's equipment;
 - 10.3.9 work to develop the Services or the Website;
 - 10.3.10 any links to other internet sites consulted from the internet site www.eurotunnel.com.

11. Personal data

- 11.1 By using the Services the Freight Operator agrees to allow Eurotunnel to retain and use information on the Authorised Users. In accordance with data protection legislation, the Authorised Users have the right to see and amend information on them held by Eurotunnel, by contacting the Eurotunnel Freight Commercial Department.

12. Duration of the Agreement

- 12.1 In any case, the use of the Services shall terminate immediately upon the termination of the agreement with the Freight Operator.

13. Termination

- 13.1 Eurotunnel reserves the right to suspend and indeed cancel all use of the Services as described in the present agreement, without any consequences on the Freight Operator's account.
- 13.2 Vice versa, the Freight Operator may decide the stop using the Services without any consequences as regards his Freight Operator's account.
- 13.3 Termination may be advised by giving a minimum of 15 days notice written notice. Termination will be effective from the date of receipt of the letter of termination.
- 13.4 On termination of this agreement the Freight Operator will take reasonable steps to delete the Service from its electronic media, including its intranet and electronic storage services.

14. Miscellaneous

- 14.1 Eurotunnel reserves the right to amend these terms and conditions at any time without notice.
- 14.2 The rights and obligations of the Freight Operator under these terms and conditions are personal to the Freight Operator and may not be assigned, transferred or subrogated to third parties.
- 14.3 The present terms and conditions are subject to French law and any litigation will be brought before the Paris Commercial Court.