

INTRODUCTION

Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on Rail Passengers' Rights and Obligations ("PRR") and all relevant national laws apply to travel on Eurostar train services. The PRR incorporates the Uniform Rules for the Contract of International Carriage of Passengers by Rail ("CIV"). An electronic version of the PRR can be accessed via the following external website: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:315:0014:0041:EN:PDF>

These conditions and the documents incorporated by annexure or reference are Eurostar International Limited's Conditions of Carriage, and apply to your use of Eurostar train services. These Conditions of Carriage have effect until further notice. Where there is any inconsistency between these Conditions of Carriage and the mandatory requirements of the PRR, the PRR will prevail. Where there are any inconsistencies within these Conditions of Carriage, the condition more favourable to the passenger will apply. If any part of these Conditions of Carriage is found to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder, which shall remain in force to the fullest possible extent.

SECTION 1 – CONDITIONS OF CARRIAGE RELATING TO PASSENGERS

TICKETS

1. Your Contract

A ticket that has been issued to you is evidence of a contract between you and the railway operating company whose trains you have the right to use under the contract. If the ticket authorises use of the trains of more than one railway operating company, it evidences a separate contract between you and each of those railway operating companies for each relevant railway service it provides or, where the conditions of carriage of the relevant railway operating companies so specify, a contract for successive railway services operated by one or several railway operating companies. Each contract consists of the conditions of carriage of the railway operating company taking part in the performance of the contract and, subject to paragraph 17, the specific data indicated on your ticket. Please refer to those other railway operating companies for details of their conditions of carriage: links to help you with access to some of these are provided on our website: www.eurostar.com.

2. You need a valid ticket to travel on Eurostar

2.1 You must hold a valid ticket or authority to travel on Eurostar train services.

2.2 Any required alterations to the class or ticket type must be made and paid for before your journey commences. If you travel without a valid ticket, or in the wrong class, or on a discounted ticket for which you are ineligible, you will be charged on the basis of the full fare applicable to the train, journey and class in which you are travelling as at the date of your journey. No railcard or railpass reductions will be allowed. A refund may be available on the original ticket held depending on the ticket type.

3. Conditions on which tickets are issued

3.1 Tickets are issued subject to these Conditions of Carriage, the PRR and the CIV (as far as they are applicable), applicable laws and regulations, all safety and other regulations applicable to travel through the Channel Tunnel, and the terms of the byelaws and conditions set out in our notices and other publications, which are issued from time to time, including any restrictions or conditions applicable to the fare type purchased.

3.2 Where we issue tickets which are valid for other services, we do so as agents for the providers of those services and the byelaws and conditions of carriage of that provider apply to your use of its services. Please refer to the other operator for further details. This is subject to any other terms that we may offer where the tickets are issued as part of a through ticket for which we are the marketing carrier, being the railway undertaking responsible for marketing the relevant transport contract.

3.3 If you purchase a ticket or series of tickets which include travel on a service other than a Eurostar train service, then subject to paragraph 3.4, our contract with you is limited to the part (if any) of your journey which is on the Eurostar train service. Your contract(s) for the parts of your journey which are not on the Eurostar train service will be governed by the byelaws and conditions of carriage of the other operators involved. The PRR and the CIV may not apply to the other parts of your journey: you should check with the other carriers concerned for details.

3.4 Eurostar is working with other carriers to establish through tickets, permitting a single contract of carriage for travel on the services of Eurostar and the other carrier(s), with the byelaws and conditions of carriage applicable to each carrier applying to the part of the journey on their respective trains. In these cases one or more tickets if issued at the same time and place for the same journey can form a single contract and will constitute a "through ticket". Through tickets including Eurostar train services are restricted to services between London St Pancras International Station, Ashford International Terminal or Ebbsfleet International Terminal and the following:

3.4.1 "any Belgian Station", a fare type which includes travel within Belgium;

3.4.2 "any Dutch Station", a fare type which includes travel within the Netherlands; and

3.4.3 any French station listed on the booking facility on our website: www.eurostar.com,

and to such other through ticket journeys as we publish from time to time on our website: www.eurostar.com. Where such through tickets are sold by Eurostar as the marketing carrier, they are referred to in these Conditions as "Eurostar Through Tickets".

3.5 In addition, third party marketing carriers may sell through tickets including travel on Eurostar services ("Third Party Through Tickets").

3.6 If your ticket entitles you to obtain any goods or services from another person, your ticket is also subject to the conditions set out in the notices and other publications issued by that person. Copies of our notices and other publications are available from points of sale and copies of the notices and other publications issued by any other person that is to provide you with goods or services are available from that person.

3.7 We reserve the right not to sell certain types of ticket, or tickets to particular destinations, and to restrict the availability of certain fares. We also reserve the right not to provide you with Eurostar train services (for example, where the circumstances set out in paragraph 39 and/or paragraph 40 apply), after you have paid for Eurostar train services.

3.8 Details of the conditions and restrictions applicable to particular ticket types or fares are published on our website: www.eurostar.com.

4. Specific conditions for Electronic Tickets

We may issue you with an electronic ticket instead of a paper ticket. Electronic tickets will be sent to your nominated email address or can be accessed via our website: www.eurostar.com. You must print out your electronic ticket and show it to a member of our staff at the check-in booths or scan the barcode on the electronic ticket at the automatic gates prior to travel on Eurostar train services. Any reference in these Conditions of Carriage to a "ticket" includes a paper ticket and an electronic ticket unless specifically stated otherwise. If you abuse the e-ticketing systems you may not be permitted to continue to use the e-ticketing systems and home printing functions.

5 Children's tickets

5.1 Children aged under 4 may be carried free, without the need for a ticket provided that they do not require a seat and are able to sit on the lap of an accompanying adult. Children aged 4 to 11 years inclusive (up to and including the child's 12th birthday), and younger children for whom a seat on a Eurostar train is booked, will pay the child's fare of the class in which they travel.

5.2 Young persons past their 12th birthday travelling on a Eurostar train must be in possession of an adult ticket, but there may be special offers made for youth fares.

5.3 A child's age for the purpose of these Conditions of Carriage is that applicable on the first day of the outward journey.

5.4 The carriage of children under 4 years old free of charge shall be limited to one child per adult.

5.5 Children up to and including the age of 11 years are not permitted to travel on a Eurostar train unless accompanied by a competent person of at least 16 years of age. Where the accompanying competent person is not the child's parent or legal guardian, the child must have in his or her possession throughout the journey (and produce for inspection on request) the written consent of his or her parent or legal guardian to the journey.

5.6 Young persons aged between 12 and 15 inclusive may travel unaccompanied on a Eurostar train but must have the written consent of their parent or legal guardian to the journey in the form of the Eurostar Unaccompanied Minors Form. In addition, such persons must be accompanied to the departure station by a responsible person aged 16 years or older. In order for the young person to travel unaccompanied the responsible person must complete the Eurostar Unaccompanied Minors Form (available on eurostar.com) in the presence of a Eurostar staff member and the young person must keep the form in their possession throughout their journey (and produce it for inspection on request).

5.7 All children travelling on Eurostar train services must have a valid passport or other valid travel documents in their own name or be named on the passport or other valid travel documents of the adult accompanying them, and have all necessary visas or other immigration documents which the child needs for every country through which the child's journey passes.

VALIDITY OF TICKETS

6. Tickets for specific times

6.1 A Eurostar ticket is only valid for travel on the date and on the train displayed on the ticket. No open dated Eurostar tickets will be issued. If you board any train other than the one specified on your ticket you will have to pay the full fare applicable to the train, journey and class in which you are travelling. No railcard or railpass reductions will be allowed. A refund may be available on the original ticket held depending on the ticket type.

6.2 You must not occupy any seat other than the one shown on your ticket, except where you have been requested to do so by, or received permission to do so from, a member of our staff.

7. Ticket Exchanges

Tickets may only be changed if the particular fare type allows it. Any change of ticket to a different date (or other change to any of the details of a ticket) must be made in accordance with the conditions applicable to that particular fare type.

USE OF TICKETS

8. Breaking a journey at intermediate stations

8.1 Stop-overs en route, other than those necessary for transfers, are not permitted. If you break your journey, you will not be entitled to continue it later.

8.2 Tickets for Eurostar train services do not include the cost of travel between different stations in any one city.

9. Validation

Before boarding a Eurostar train, you must validate your ticket at the automatic gates or at the check-in booths.

10. When you are making a journey and have to change trains

If you have to change trains on a journey you are making, you will be responsible for transferring yourself and your luggage between the trains and, if necessary, between stations. When booking your journey you shall ensure that you allow sufficient time for any such transfer. Details of recommended minimum connection times are published on our website: www.eurostar.com.

11. If you travel to a station different to that specified on the ticket

If you wish to use your ticket for a station other than the one for which it is valid you will have to pay the appropriate full fare for the additional portion of the journey. No railcard or railpass reductions will be permitted.

12. You may not transfer your ticket to anyone else

Tickets already partly used, or made out in a passenger's name, are non-transferable and may only be used by the person for whom the ticket has been purchased. Tickets may not be offered for sale except by Eurostar International Limited or its authorised agents. If a ticket is resold or transferred for profit or other commercial gain, it will become invalid and the holder may be refused access to the Eurostar train.

13. Withdrawal of tickets

Tickets remain our property and if you fail in any material respect to comply with any condition governing its use, your ticket may be withdrawn or invalidated by our staff or agents. If a ticket is withdrawn or invalidated by our staff or agents you will be refused permission to travel and/or continue your journey and no refunds will be issued for any used portion of your ticket.

14. Audit Requirements

Our staff or agents may retain tickets for audit purposes. If we do this, we will provide you with replacement tickets or receipts as appropriate.

PASSENGER RESPONSIBILITIES

15. Please check tickets and change at the time of issue

At the time you purchase a ticket, you should ensure that it is for the journey you wanted and that, if applicable, you have received the correct change. You should draw any apparent errors to the attention of our staff or agents at the point of sale where you bought your ticket (or at another point of sale to which we direct you) as soon as possible. We can only consider claims made if you provide reasonable supporting evidence of an error. You are not entitled to any reduction in the fare once you have purchased your ticket.

16. Make sure that you are on the correct train and that you get on and off at the correct station

You are responsible for making sure that you come to the correct Eurostar departure station, join the correct train and that you get off at the correct station, all as stated on your ticket. We will not be responsible for any loss or delay caused as a result of you coming to an incorrect station, joining the wrong train or getting off at the wrong station, unless such loss or delay is due to our negligence or the negligence of our staff or agents.

17. Make sure that you check the times for your train prior to travel

The train time displayed on your ticket or in our timetables may change between the date you purchase your ticket and the date you actually travel, for example due to engineering works or other incidents. We do not guarantee the train times to you and they do not form part of your contract of carriage with us. It is your responsibility shortly before you travel to check for any changes to the timings for your train. Where there are changes in the published train times after you purchase your ticket but before your date of travel, you may decide not to travel and then you can either claim a refund in accordance with paragraph 31 or subject to availability, exchange your ticket for a different Eurostar train service in the same class of travel as stated on your original ticket.

18. Make sure you allow enough time to catch your train

You must allow at least 30 minutes, or other minimum period which we may specify from time to time, in order to check in for a Eurostar train. If you arrive after this minimum period, you may not be allowed to board your train. Disabled persons or persons with reduced mobility who require assistance from our staff must arrive at the station at least 60 minutes prior to the departure time.

19. Make sure that you have a valid passport with you when you travel

You are also responsible for ensuring that you are in possession of a valid passport or other valid travel documents when you travel, and that you have obtained all necessary visas or other immigration documents which you need for all countries through which your journey passes. If you attempt to travel without a valid passport or other necessary travel documents you may not be allowed to board the train. In such circumstances a refund or exchange is only available where the ticket type allows.

20. Please keep your ticket ready to show or hand over

Tickets must be shown (together with any railcards or other supporting documents where they are required) and/or handed over upon request to a member of our staff, or agents or the staff or agents of any carrier on whose service you undertake your journey. You will be required to provide appropriate personal identification upon demand. If you fail to do so you will be charged on the basis of the full fare applicable to the train, journey and class in which you are travelling. You must hold a valid ticket throughout your entire journey and retain your ticket until leaving the destination station.

21. If your ticket is defaced or damaged

If a ticket has become spoiled, or tampered with, or altered in any way, or if you have been issued with an electronic ticket and the barcode on the electronic ticket is not readable, then the ticket is not valid for travel. The holder must return it and we may issue a replacement ticket. However, we reserve the right to refuse to issue a replacement ticket where it is reasonable for us to do so: normally this will only occur in the case of suspected fraud or where we consider there may be security implications.

22. If your ticket is lost, stolen or mislaid

The safekeeping of your ticket is your responsibility. If you lose or mislay a ticket (or a portion of a ticket) or a ticket (or portion) is stolen while it is in your possession we may issue a replacement ticket (or portion). However, we reserve the right to refuse to issue a replacement ticket where it is reasonable for us to do so: normally this will only occur in the case of suspected fraud or where we consider there may be security implications. We will not make a refund for any such ticket (or portion), except where the loss, theft or mislaying is the result of our negligence.

23. Assistance for Disabled Passengers and Persons with Reduced Mobility

If you are a person with a disability or if you have reduced mobility, you are requested to notify us at least 48 hours prior to your departure by calling our Contact Centre if you require any assistance. Eurostar's Access Rules, information on how to get in touch with the Contact Centre and other travel information for disabled passengers are published on our website: www.eurostar.com.

24. Smoking Restrictions

24.1 You are not allowed to smoke while on board a Eurostar train.

24.2 You are not allowed to smoke in any Eurostar Terminal Building in any country, or in any station or adjacent areas as indicated by signs in those areas.

24.3 For the purposes of this condition 24, smoking includes the use of electronic smoking devices.

25. Compliance with Eurostar's Instructions, Customs and Security Requirements

You must follow all of the instructions given by our staff or agents, the station managers' staff and the infrastructure managers' staff. You must also ensure that you comply with all relevant security, customs and immigration requirements and the requirements of any other administrative authorities.

GROUP TRAVEL

26. Minimum Group Size

To benefit from a "group" fare, a group must consist of at least 10 fare-paying passengers.

27. Group Leader

Groups must have a nominated leader. This person will be responsible for carrying out any special obligations which we place upon him/her. The principle of free places for group travel does not apply on Eurostar train services.

28. Group Check-in

Members of a group must check-in together (unless individual tickets have been issued), travel together throughout by the same train(s), and in the same class. We may refuse to allow a group to benefit from a "group" fare when the members of the group do not have the same reason for travelling.

29. Advance Bookings

We can accept requests for group reservations up to 120 days in advance. There will be limited capacity available and the ability to make reservations will be subject to availability.

30. Additional Services

The supply of additional services for groups such as catering shall be by mutual agreement between us and the nominated group leader.

REQUESTING REFUNDS ON TICKETS, TRAIN SERVICE DISRUPTION & PERSONAL INJURY

31. Refund Conditions

31.1 If for any reason other than a delay or cancellation of the train you planned to catch, you elect before you were ticketed to depart not to use your ticket (or a portion of your ticket), the person who has paid for that ticket (or portion) may request a refund on that ticket (or portion) upon its complete surrender, provided the type of ticket purchased is refundable. Refunds on any such ticket (or portion) will be issued by the point of sale from which the ticket was purchased (or from another point of sale to which we or our agents direct you) and will only be issued where the conditions of the particular fare type allow. Any request for a refund must be accompanied by all the tickets concerned (including copies of all electronic tickets). Receipts for tickets cannot be considered for refund. No refund will be given where the ticket has been so damaged or defaced as to prevent the reading of essential details such as route, date, class, booking reference, fare etc.

31.2 If the ticket was paid for with a credit card or charge card, any refund will be made by the issue of a credit voucher against that credit card or charge card. If the ticket was paid for with a warrant, the warrant account holder's account will be credited accordingly. If the ticket was paid by Business Credit Account, the account will be credited accordingly. Otherwise, the refund will be made in cash, bank transfer or by cheque at our discretion.

31.3 This paragraph 31 does not apply to Third Party Through Tickets (as defined in paragraph 3.5). For refunds not in respect of delay or cancellation for Third Party Through Tickets, please refer to the third party marketing carrier's terms.

32. Delayed or cancelled trains

32.1 This paragraph 32 applies where cancellation or delays affecting train services covered by your transport contract with Eurostar mean that it is reasonably expected that there will be a delay in your reaching your final destination under that contract of more than 60 minutes. This paragraph 32 applies subject to paragraphs 34 and 35.

32.2 Where this paragraph 32 applies you shall have the choice between:

32.2.1 continuing your journey to the final destination under the contract, with re-routing where necessary, under comparable transport conditions at the earliest opportunity. In this case and subject to paragraph 35, compensation under paragraph 33 may apply; or

32.2.2 continuing your journey to the final destination under the contract, with re-routing where necessary, under comparable transport conditions at a later date; or

32.2.3 deciding not to travel or to continue your journey. In this case, you will be entitled to a full refund on the unused portion of your ticket to the extent covered by the contract with us and on the used portion of your ticket to the extent covered by the contract with us if your journey no longer serves any purpose for you having regard to your original travel plan, provided that you provide supporting evidence, where appropriate, that your journey no longer serves any purpose for you and you cancel your ticket in accordance with our instructions.

32.3 Where you have decided not to continue your journey under paragraph 32.2, we will offer a return service to your first place of departure and in the same class of travel as stated on your ticket at the earliest opportunity.

32.4 If, instead of claiming a refund, you elect to continue your journey at a different time, you must contact one of our points of sale and we will, subject to availability and comparable transport conditions, issue you with a new ticket to allow you to complete your journey under your transport contract with us at a later date up to twelve months after the original delay or cancellation.

32.5 In the case of a delay of 60 minutes or more covered by this paragraph 32, we will take reasonable and proportional action to assist you, subject to what is available or physically possible. Having regard to the waiting time and what is reasonably possible, this action may include the provision of refreshments and meals where available.

33. Compensation for Delay

33.1 This paragraph 33 applies where cancellation or delays affecting train services covered by your transport contract with Eurostar mean that you experience a delay between the place of departure and

destination under that contract of more than 60 minutes and you do not choose under paragraph 32 either to continue your journey at a later date or to be reimbursed your fare. This paragraph 33 applies subject to paragraph 35.

33.2 Where this paragraph 33 applies, and the delay occurs on the Eurostar train service, you will have a choice between:

33.2.1 for a delay of 60 – 119 minutes, either a refund of 25% of the fare as required by the PRR or the choice of:

- (i) a voucher for a 50% discount on a return Eurostar journey; or
- (ii) a voucher for a one way Eurostar journey,

in accordance with Eurostar's Compensation Policy; and

33.2.2 for a delay of 120 minutes or more, either a refund of 50% of the fare as required by the PRR or a complimentary return Eurostar journey voucher in accordance with Eurostar's Compensation Policy.

The Eurostar travel vouchers offered under this clause are only available for travel on Eurostar train services between London, Ashford, Ebbsfleet, Paris, Brussels, Calais and Lille and are for the same class of service you travelled in for the journey the subject of the delay. You are not permitted to claim both under the PRR entitlement and the Eurostar Compensation Policy in respect of the same journey. You are not permitted to claim Eurostar travel vouchers if your delayed journey did not include travel through the Channel Tunnel.

33.3 You will not be entitled to compensation under paragraph 33 where you are informed of a delay before you purchase your ticket or where a delay due to re-routing or continuation on a different service remains below 60 minutes.

33.4 Where you elect to be refunded a proportion of the fare in accordance with these conditions or the PRR, this will be calculated based on the price actually paid by you for the leg of the journey subject to the delay. Where the contract is for an outward and a return leg, the fare for each leg shall be calculated as half the price of the aggregate fare for the outward and the return leg. Where a contract is for more than an outward and return leg, the fare for the affected leg shall be calculated in proportion to the aggregate price of the legs covered by the contract. Where your chosen journey requires you to change trains during your journey, each different train service is considered a separate leg of the journey, so that for example a journey from London to Paris and then from Paris to Montpellier would consist of two separate legs. Where you travel as part of a travel package which does not include a ticket price allocated to the leg of the journey subject to a delay, the fare shall be based on such amount as we reasonably specify reflecting the payment received by us in respect of your travel on that leg of the journey.

34. Liability in case a journey cannot be continued the same day

34.1 This paragraph 34 applies where cancellations or delays to trains or missed connections mean your journey cannot be continued the same day or continuation of the journey on the same day could not reasonably be required under the circumstances. This paragraph 34 applies subject to paragraph 35.

34.2 Where this paragraph 34 applies, we will refund you the reasonable costs of notifying persons awaiting you and we will either provide reasonable overnight accommodation including any necessary transfers or refund the reasonable costs of overnight accommodation including any necessary transfers.

35. Relief from Liability for Delay, Exemptions and Through Tickets

35.1 We will not be liable to you under paragraph 34 when the cancellation, late running or missed connection is attributable to one or more of the following causes:

35.1.1 circumstances not connected with the operation of the railway which we, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which we were unable to prevent;

35.1.2 fault on your part; or

35.1.3 the behaviour of a third party which we, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which we were unable to

prevent; another undertaking using the same railway infrastructure shall not be considered a third party.

35.2 In addition, we will not be liable to you under paragraph 32 or 33 in so far as any delay, cancellation or missed connection is due to transport services:

35.2.1 which are wholly performed outside the territory of a Member State of the EU, Switzerland and Norway;

35.2.2 which are performed partly outside the territory of a Member State of the EU, Switzerland and Norway, provided that the delay occurs outside those states;

35.2.3 which are exempted from the PRR;

35.2.4 which do not form part of the contract of carriage; and/or

35.2.5 by sea or on inland waters.

35.3 Paragraphs 32, 33 and 34 are intended to fulfil our obligations under Articles 16 and 17 of the PRR and Article 32 of the CIV and do not create any entitlement to double recovery.

Through tickets

Eurostar Through Tickets

35.4 Where your claim under paragraph 32 or 33 is in respect of a Eurostar Through Ticket (as defined in paragraph 3.4):

35.4.1 the application of paragraph 32 will be assessed based on the delay to the combined Eurostar Through Ticket journey leg: where the delay arises on the Eurostar train service, it will be addressed in accordance with these conditions and where it arises just on train services provided by other carriers, it will be addressed in accordance with the PRR (where Article 16 of the PRR apply to those other services) or the conditions of the other relevant carriers (where Article 16 of the PRR does not apply or where you exercise an enhanced entitlement under the relevant other carrier's conditions);

35.4.2 under paragraph 33, compensation will be assessed based on the delay between the departure and destination stated on the relevant ticket. Where this comprises a leg of a journey provided by us and by another carrier(s) under a single transport contract, where the delay arises on the Eurostar train service, it will be compensated in accordance with these conditions (including where applicable the option to claim Eurostar journey vouchers) and where it arises just on train services provided by other carriers, it will be compensated in accordance with the PRR (where Article 17 of the PRR apply to those other services) or the conditions of the other relevant carriers (where Article 17 of the PRR does not apply or where you exercise an enhanced entitlement under the relevant other carrier's conditions). Where the delay arises just on train services provided by other carriers, you will not be entitled to claim Eurostar journey vouchers;

35.4.3 where as referred to in paragraphs 35.4.1 or 35.4.2 the delay arises on another carrier's services and either the relevant Article of the PRR does not apply or you wish to exercise an enhanced entitlement under the other carrier's conditions, you should direct your claim to the other carrier. If the PRR does apply to the delayed service and you wish to claim under your PRR entitlement (and not under any enhanced entitlement under the other carrier's conditions), you may present your claim to us or to the other carrier; and

35.4.4 you may not claim compensation under both your PRR entitlement and the Eurostar Compensation Policy in respect of the same journey or from both Eurostar and any other carrier in respect of the same journey.

Third Party Through Tickets

35.5 Where your claim for compensation for delay is in respect of a Third Party Through Ticket (as defined in paragraph 3.5):

35.5.1 you should direct your claim in the first instance to the third party marketing carrier or point of purchase of the ticket, as you may be entitled to claim enhanced compensation under their conditions of carriage; and

35.5.2 our liability to you for compensation for delay is limited to your PRR entitlement. You are not entitled to claim Eurostar travel vouchers under the Eurostar Compensation Policy. You are not permitted to claim compensation from both the other carrier, marketing carrier or point of purchase and from Eurostar in respect of the same journey.

Other Train Services

35.6 If you experience delay, missed connections or cancellations in relation to train services which are neither Eurostar train services nor covered by a through ticket as described in paragraph 3.4, you should direct any claim to the relevant carrier(s).

36. Handling of Refunds and Compensation

36.1 We will provide you with confirmation of a delayed Eurostar train service upon your request. You must make your claim for refunds or compensation for delay or cancellation under the PRR within two (2) months of the date of delay by presenting the original ticket to us along with the confirmation of the delay. Claims for compensation in accordance with Eurostar's Compensation Policy as set out in paragraph 33.2 must be made and used within twelve (12) months of the date of the incident.

36.2 As a general rule, we will pay any refunds and/or compensation you are entitled to in the form of travel vouchers which are valid for one year from the date of the incident. Upon your request, any refund or compensation you are entitled to under the PRR can be paid in money in a form chosen by us.

36.3 We will aim to process your refunds and/or compensation request within one (1) month of receipt of your request by our Traveller Care department (for contact details, see our website www.eurostar.com). We will not reimburse you for any claims under €4. Refer to paragraph 56 for further details of the complaints process.

37. Limits on Liability and Exclusions

Purchase and payment for a ticket does not provide firm assurance that your train will not be subject to alteration, delay or cancellation but paragraphs 32, 33 and 34 and the PRR set out what we will do if any of these situations arise. Except as set out in paragraphs 32, 33 and 34, we are not liable to you for any cost, loss, damage or expenses, including but not limited to any direct, indirect or consequential loss or damage, resulting from the cancellation or late running of a train, missed connection or poor service for any reason (including where due to our negligence or serious fault). You are recommended to take out insurance in respect of any consequences of delay or cancellation going beyond what these Conditions of Carriage provide.

38. Extent of Liability

38.1 Our liability to you in relation to death and personal injury is subject to the CIV and any applicable national laws.

38.2 Nothing in these Conditions of Carriage shall operate to exclude or limit the liability of a party if and to the extent that such exclusion or limitation is not permitted by the applicable law or that liability relates to the consequences of fraud by that party.

SECURITY AND SAFETY

39. Security Checks

39.1 In the interests of the safety and security of all our passengers, security checks (including, without limitation, security searches) on you, your personal effects and your luggage may be carried out by our staff or agents or the security and border control authorities before you are permitted to board any Eurostar train and while you are aboard the train (please note that references to "luggage" in these Conditions of Carriage refers to luggage and/or its contents). You must cooperate with our staff and agents and with the security and border control authorities in relation to these checks. By purchasing a ticket and accepting these Conditions of Carriage, you consent to such checks being carried out on you and your luggage. Any failure to cooperate may result in your being denied access to the train or in your being delayed or detained when you wish to leave the train. We will not be responsible either in contract, tort or otherwise for any loss or damage you may suffer or for the consequences of any delay if you fail to comply with your obligations under this paragraph, or for any loss or damage to your luggage arising from security checks. If you are denied access to your train as a result of security checks you will not be entitled to a refund of any carriage charge or any charge for the carriage of registered luggage.

39.2 For security and border control reasons, any booking for travel from Brussels to Lille or Calais is available in Standard class only and limited to coach 18. During your journey between Brussels and Lille or Calais, movements to and from this coach will be controlled. You must cooperate with our on-board staff and agents, as well as security and border control authorities in the stations in relation to these requirements.

Check-in at Brussels-Midi for your journey to Lille or Calais will take place at the intra-Schengen Terminal. This dedicated check-in area is located on the mezzanine floor of Midi station accessible by the stairs and lifts rather than in the Channel Terminal.

40. Exclusion from Carriage

40.1 If, while you are on board the Eurostar train service or at any railway premises, we reasonably believe that you:

- 40.1.1 or your luggage present a danger for the safety and good functioning of our operations;
- 40.1.2 or your luggage have or will put the train, or any person in it, in danger;
- 40.1.3 failed to obey the instructions of our staff or agents relating to safety or security;
- 40.1.4 failed to obey no-smoking signs;
- 40.1.5 committed a criminal offence;
- 40.1.6 have or will allow your physical or mental state to become affected by alcohol or drugs;
- 40.1.7 made a hoax bomb or other security threat;
- 40.1.8 threatened, abused or insulted our staff, agents or other passengers;
- 40.1.9 behaved in a threatening, abusive, insulting or disorderly way towards our staff, agents or other passengers; or
- 40.1.10 behaved in a way which causes discomfort, inconvenience, damage or injury to our staff, agents or other passengers,

then our staff may refuse to allow, or refuse to continue to allow, you to access our premises or the Eurostar train services, or if you are already on board the Eurostar train service, our staff may refuse to allow you to continue your journey on the Eurostar train service. We reserve the right to report the incident(s) to the relevant authorities, where appropriate, with a view to them prosecuting you for any criminal offences you might have committed.

40.2 Where our staff so refuse access to railway premises or the Eurostar train service under paragraph 40.1, you will not be entitled to a refund of any carriage charge or any charge for the carriage of registered luggage and we will not be liable to you for any cost, loss, damage or expenses, including but not limited to any direct, indirect or consequential loss or damage as a result of such refusal.

40.3 In the reasonable exercise of our discretion, we may for a limited time period refuse to carry you on our train services if we have notified you in writing before the booking that we would not at any time after the date of such notice carry you on our train (a "banning notice"). We will do this where you have contravened the rules of behaviour stated in this paragraph 40.1 on an earlier journey and transporting you is therefore unacceptable. In the banning notice will specify a reasonable period for which the ban will apply and will ask you not to buy a ticket or ask or allow anyone to do so for you within that period. If you attempt to travel while the banning notice is in force, we will refuse to carry you and you will be entitled to a refund of your ticket.

41. Wheelchair users

For safety reasons, access to Eurostar trains by persons confined to wheelchairs is limited to two (2) per train, travelling in the special areas provided. If you are normally confined to a wheelchair but do not declare this at the time of booking and do not reserve a seat in the special areas provided, you may be refused access to the train.

SECTION 2 - CONDITIONS OF CARRIAGE RELATING TO LUGGAGE, ETC

ACCEPTANCE OF LUGGAGE

(Please note that, as set out in paragraph 39, references to "luggage" in these Conditions of Carriage refers to luggage and/or its contents).

42. Conditions of Acceptance of Luggage

We will accept the carriage of your luggage subject to:

- 42.1 these Conditions of Carriage (including, without limitation the conditions in this Section 2);
- 42.2 the byelaws and conditions of any other company, body or person who accepts that luggage for carriage;
- 42.3 prior security screening and/or searching by our staff or agents; and
- 42.4 when you send your luggage for carriage as registered luggage, compliance with our registered luggage terms and conditions.

43. **Permitted Quantity of Luggage**

If you are travelling on an adult ticket you may take with you without charge when you travel on Eurostar trains up to two (2) large items (suitcases, rucksacks, musical instruments etc.), which do not exceed 85cm in length, plus one small piece of hand luggage (handbag, small rucksack etc.), provided you can easily carry such articles and they can be fitted into the luggage spaces provided. If you wish to take any items you cannot easily carry and/or additional items we may, at our discretion, either levy a charge in respect of such items to allow them to be carried as luggage or require you to pay to send them through our registered luggage service. For more details on what you can carry when you travel on Eurostar trains, additional levies payable and our registered luggage service please check our website: www.eurostar.com.

Children under the age of four who travel without a ticket do not have an individual baggage allowance. Any child with a child ticket may take one bag which does not exceed 85cm in length and one small piece of hand luggage.

You may take one pushchair and one car seat per child on board at no extra cost and in addition to your individual allowance. These must be stored in the luggage racks in the carriage where you are seated and any pushchair must be folded for storage.

44. **Accompanied Bicycles**

If you fold your bike or dismantle it to remove the saddle, handlebars and wheels, you can carry it on board in a bike bag as part of your luggage allowance, provided the overall size is no more than 85cm in length.

45. **Prohibited and Controlled Luggage**

You may not take with you as accompanied luggage on Eurostar trains:

- 45.1 articles subject to prohibition and restriction and included in Appendix 1;
- 45.2 articles being carried for or on behalf of a third party for commercial gain;
- 45.3 articles for which we would otherwise make a separate charge;
- 45.4 articles which are forbidden by customs authorities or other government agencies;
- 45.5 bicycles or other items that are large or have sharp edges, which would constitute a safety hazard to other passengers on stations or within the passenger carriage; and/or
- 45.6 alcoholic beverages in excess of limits which we advertise and/or designate for any period (which may include a total ban on alcoholic beverages). We may confiscate and destroy any such alcoholic beverages carried during such period without any liability to you.

46. **Labelling of Luggage**

All your luggage must be clearly labelled with your name, seat number and destination station. Conflicting labels should be removed or obliterated. The luggage must remain under your close control throughout the journey and be available for inspection by the security and border control authorities at all times.

47. **Our liabilities**

47.1 **Accompanied Luggage:** You are responsible for supervising luggage and articles which you carry as accompanied luggage and any animals which accompany you. Subject to the PRR and the CIV, we are not liable for any loss or damage to articles, accompanied luggage or animals for which you are responsible unless:

47.1.1 that loss or damage was caused as a result of our fault;

47.1.2 when you loaded and stowed your luggage for carriage that loss or damage was of a type and extent that we should reasonably have contemplated resulting from that carriage (for the avoidance of doubt and without limitation, loss resulting from the absence or inadequacy of packing, the special nature of the luggage or the loading and stowing of items not acceptable for carriage is not loss of that type and extent); and

47.1.3 your loss is not related to your or your employer's business or another remunerative opportunity (including, for the avoidance of doubt and without limitation, any loss of profits or increase in business costs, any failure to obtain, or loss of a commercial opportunity regardless of whether that opportunity arose in the normal course of business, and any costs associated with any disruption to your business).

In any event, our maximum liability to you for total or partial loss or damage to articles, hand luggage or animals is capped at the amount set out in Article 34 of the CIV and is subject to your providing us with receipts evidencing any loss or damage.

47.2 **Registered Luggage:** We and you are liable in accordance with the CIV and the PRR for any loss or damage which you sustain which results from us carrying your luggage as registered luggage. However, we are not liable unless:

47.2.1 when you registered your luggage for carriage that loss or damage was of a type and extent that we should reasonably have contemplated resulting from that carriage;

47.2.2 that loss or damage is not related to your or your employer's business or another remunerative opportunity (including, for the avoidance of doubt and without limitation, any loss of profits or increase in business costs, any failure to obtain, or loss of a commercial opportunity regardless of whether that opportunity arose in the normal course of business, and any costs associated with any disruption to your business); and

47.2.3 that loss or damage is not the result of the criminal or negligent act of a third party.

47.3 If you elect to use our registered luggage service you will be required to comply with our registered luggage terms and conditions, a copy of which is available upon request.

48. **Your liabilities**

48.1 If you bring any articles, luggage or animals on to our premises or on to our trains you will be responsible for any injury, damage or loss caused as a result of your failure to take reasonable care of it or them (including, without limitation, by your failure to remove any luggage from our premises or our trains at the end of your journey).

48.2 You must comply fully with any requirements of the security and border control authorities in any jurisdiction in relation to your luggage.

49. **Examination and destruction of luggage**

We may open and examine the contents of any luggage you leave on our trains or premises (including luggage left unattended), before removing such luggage to a secure place. We may, without any liability, remove and/or destroy any luggage and/or any other property which might in our opinion present a security risk or cause injury or inconvenience to persons or damage to property.

50. **Found items**

You may not regard any item which you find on our premises or trains as belonging to you and must hand over any such item immediately to a member of our staff (or, in the case of money, to the British Transport Police) for safekeeping.

51. **Charges/Liability for lost property**

We may make a reasonable charge for the return of lost or unclaimed luggage or other lost property to the owner, depending upon the type of article and the period during which we have held it before it is

claimed. Subject to paragraph 52 and subject as provided in paragraph 47.1 in respect of accompanied luggage and in paragraph 47.2 in respect of registered luggage, we are not liable for any loss or damage which you sustain in respect of lost or unclaimed luggage or other property.

52. Disposal of unclaimed luggage

All items of lost or unclaimed luggage or other lost property which have not been claimed by the owner within twenty eight (28) days of being found will be regarded as having been abandoned. Once they are regarded as abandoned, they may be sold or otherwise disposed of and the proceeds of the sale will be retained by us or otherwise dealt with by us at our discretion. Perishable articles may be disposed of earlier. Any costs of return of items will be borne by the owner.

53. Additional conditions for left luggage

Left luggage conditions are exhibited at stations where a locker or other facility is offered. Unclaimed left luggage will be dealt with in a similar manner to lost or unclaimed luggage, as set out in paragraphs 51 and 52 above.

SECTION 3 – GENERAL

54. Animals

We allow guide and assistance dogs (in accordance with all the requirements of the PETS Scheme), but we do not allow passengers to bring any other animals on board any Eurostar service as hand luggage, registered luggage or otherwise. For safety reasons, access to Eurostar trains by persons travelling with a guide or assistance dog is limited to four (4) per train. If you travel with a guide or assistance dog but do not declare this at the time of booking, you may be refused access to the train.

55. Car Parking

The conditions governing the parking of motor vehicles and bicycles are available for inspection at our stations where this facility is offered.

56. Complaints

Any complaints should be addressed to our Traveller Care department in writing (for contact details, see our website www.eurostar.com). We will endeavour to acknowledge receipt of all complaints within one (1) month of receiving them. Where appropriate, we will pass the complaints to the carriers responsible for them to deal with. We will provide you with a response to your complaint no later than three (3) months of the date of the complaint.

57. Law and Jurisdiction of Courts

These Conditions of Carriage and all non-contractual obligations arising from them or connected with them will be governed by English law. Any person bringing an action under these Conditions of Carriage irrevocably submits to the jurisdiction of the English Courts.

58. Disputes

58.1 It is noted that the CIV contains provisions relevant to the assertion of rights under the CIV.

58.2 An action based on the liability of a carrier in the event of the death or, or personal injury to, passengers may only be brought against the carrier having performed the part of the carriage on which the accident happened. If this part of carriage was not provided by the carrier, but by a substitute carrier, then the person entitled may address his claim to that substitute carrier instead.

58.3 An action for the recovery of a sum paid for the contact of carriage may be brought against any one of the carriers taking part in the performance of the contract of carriage.

58.4 An action for refund or compensation for delays based on entitlement under the PRR or CIV and other actions made on the basis of the contract of carriage may only be brought against the first or the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.

58.5 If the person entitled has a choice between several undertakings, his right to choose is extinguished as soon as he brings an action against one of them.

59. Authority of our staff or agents

Our staff or agents have no authority to waive or change these Conditions of Carriage.

60. Data Protection

Eurostar International Limited and Eurostar Group Limited will retain details provided to us by you in order to enable your requests for Eurostar bookings and information to be processed efficiently and to analyse and understand better our customers’ requirements. If you believe that we are storing details relating to you and that these are incorrect, please write to the Data Protection Compliance Officer of Eurostar International Limited at Times House, Bravingtons Walk, London, N1 9AW and we will correct them as soon as possible. This information will be stored in a central database, controlled by our administrative staff and will be accessible electronically. Security measures are in place to ensure that our customers’ data is not accessible by any unauthorised person. However, persons such as IT systems suppliers and commercial and marketing partners/loyalty programme partners may need to have access to the system from time to time.

61. Amendments

We reserve the right to amend these Conditions of Carriage at any time. The Conditions of Carriage which apply to your journey are those published at your date of travel. We will not amend these Conditions of Carriage with retroactive effect following your date of travel.

62. Rights Of Third Parties

Unless expressly provided in these Conditions of Carriage, none of the terms of our contract with you, including these Conditions of Carriage, is enforceable or intended to be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any party or person other than you.

63. Interpretation

The use of the words "we", "our" and "us" in these Conditions of Carriage, refers in each case to Eurostar International Limited, and the use of "you" and "your" refers in each case to any passenger or passengers travelling on our trains. References in these Conditions of Carriage to "paragraphs" are to paragraphs of these Conditions of Carriage.

Appendix 1

The table below sets out articles which may not be taken on board Eurostar trains (carriage prohibited) and articles that may only be taken with special permission as registered luggage by prior arrangement (carriage permitted as registered luggage). Note that this list is not exhaustive; passengers will not be allowed to keep articles with them on the journey if the item is inherently dangerous, is likely to cause property damage, or if there is reason to suspect the article may be used to commit an act of violence or threat. Carriage as registered luggage may be refused. If you are in any doubt, make contact well in advance of your proposed journey.

CARRIAGE PROHIBITED	CARRIAGE PERMITTED AS REGISTERED (HOLD) LUGGAGE ONLY
Unlicensed firearms (including replicas and de-activated firearms). Ammunition (of any calibre, in any quantity). All explosives (including fireworks and pyrotechnics) and imitation explosives or devices. All items containing incapacitating gases, liquids or other substances (including CS gas sprays). Inflammable substances (eg lighter fuel, methylated spirits) except in minimal quantities.	Authorised firearms not requiring a certificate (e.g. compressed gas, air powered match pistols and hand guns). Licensed firearms: a firearms certificate will be required and a European Firearms Pass may be required. The passenger must check in advance with the relevant national authorities in the country of boarding and destination (note that all ammunition must be removed). Swords (including swords for fencing), sword sticks and other ceremonial weapons such as kukri or

<p>Butane gas.</p> <p>Flick knives/gravity knives, lock knives and daggers, any knives with a blade over 3 inches/75mm in length (note that standard folding knives with a blade no greater than 3 inches/75mm long are permitted to be carried).</p> <p>Imitation, replica or deactivated firearms or toy guns that have the appearance of a genuine weapon.</p> <p>Any other item made, adapted or intended for use as an offensive weapon.</p> <p>Any item possession of which is prohibited in the country of boarding or destination.</p> <p>Animals (with the exception of guide and assistance dogs).</p> <p>Tandems.</p> <p>Excessive quantities of alcohol.</p> <p>Large household items (for example furniture or large household electric appliances such as televisions, large plasma screens, washing machines, dish washers and similar items).</p>	<p>skeandhu.</p> <p>Crossbows, crossbow bolts, longbows, longbow arrows and starting pistols (subject to prior approval).</p> <p>Dangerous sporting equipment(e.g. javelins, spears and spear guns).</p> <p>Open razors.</p> <p>Musical instruments longer than 85cm.</p> <p>Sports equipment (including golf clubs and surf boards) longer than 85cm.</p> <p>Kitchen knives and household utensils.</p> <p>Bikes which cannot be folded or fitted into a bag less than 85cm long.</p> <p>Cases of wine.</p>
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