

# Gloucestershire Warwickshire Steam Railway, PLC

## Conditions of Carriage of Passengers and their Luggage

### Section 1 Definitions

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In these conditions the following expressions have the associated meanings:-

- a) "the Company" means the Gloucestershire Warwickshire Steam Railway, PLC
- b) "Luggage" means articles (including bicycles, perambulators and animals) which passengers may keep

with them on the train without inconvenience to other passengers or which can be readily accommodated in the guards or luggage van.

- c) "motor vehicle" means any motor car or van, motor-cycle, moped, or other motorised conveyance
- d) "staff" shall be taken to include the Company's agents.

### Section 2 Conditions of Carriage of Passengers

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#### A CONDITIONS OF ISSUE OF ALL PASSENGER TICKETS

##### 1 Tickets issued subject to byelaws etc.

Tickets issued on behalf of the Company are issued subject to the following conditions; and the byelaws and conditions contained in the Company's publications and notices which are available for inspection at every booking office.

Ticket inspection takes place on the train and there is normally no ticket inspection at stations. Passengers who join trains without valid tickets where in relation to the type of ticket held either ticket issuing facilities are available and open, or ticket issuing machines are available and in working order, will be liable to pay the full standard single or return fare for the journey being made plus the supplementary charge from time to time prescribed by the Company. The benefits of any reduced fares or facilities which would have been available at the booking office are not available to passengers without tickets unless they have joined at an unstaffed station or a station where the booking office was closed.

##### 2 Refusal of access

The Company or their staff may refuse access to stations, platforms or trains to any ticket holder who they believe is likely to act in a riotous, disorderly or offensive manner.

##### 3 Tickets not transferable

No ticket may be used by any person other than the person to whom or for whom it is issued.

##### 4 Class of Accommodation

Except where otherwise specified in the Company's publications and notices, or where marked on the ticket itself, tickets are provided for Standard Class travel.

##### 5 Periods of validity

- a) Standard single, return and round-trip tickets, save as provided below, are valid on the date shown on the ticket only (including outward and return journeys)
- b) The period of validity of other kinds of ticket is that printed on the ticket or where no validity is stated on the ticket in the publications and notices of the Company relating to such ticket.
- c) Tickets not used within the prescribed period cease to be valid. Any passenger travelling with such a ticket will be liable to pay the full fare as if no payment had been made.

##### 6 Route availability of tickets

A ticket is valid for use only between the stations shown on it.

##### 7 Break of Journey at Intermediate Stations

As a general rule and unless otherwise indicated in the Company publications and notices the holder of a ticket may break and resume their journey, in the case of a return or

round trip ticket on either the outward or return journey, at intermediate stations on any route for which such a ticket is available.

##### 8 Using a Ticket for any other Station

A passenger using a ticket for any station beyond that for which it is available will be liable to pay the difference, if any, between the fare actually paid for such ticket and the appropriate single, return or round-trip fare for the journey undertaken.

##### 9 Production of Tickets

Tickets are the property of the Company and must be produced at any time during the journey or delivered up on demand by the Company's staff. Passengers failing to produce their tickets will be liable to pay the appropriate fare for the journey made.

##### 10 Passengers entering the Wrong Train

Passengers must ensure that they join the correct train or portion of a train and alight at the right station.

##### 11 Defaced or Damaged Tickets

Any ticket which has become defaced, illegible, mutilated, torn or split will not be valid.

##### 12 Tickets Lost or Mislaid

The Company does not issue duplicates in replacement of lost or mislaid tickets, neither do they make refunds in respect of the value of such tickets or of fares charged as a consequence of failure to produce a ticket when required.

##### 13 Refunds on Unused Tickets

The Company will not entertain applications for refunds other than as a result of circumstances outlined in Condition 2 A 16. Refunds will be limited to the cost of the unused ticket.

##### 14 Travelling in First Class Accommodation with Standard Class Tickets or where a supplementary charge is payable.

- a) A passenger who makes a journey or portion of a journey either in First Class accommodation whilst holding a standard class ticket, or in accommodation for which a supplementary fare is payable but which has not been paid, will be liable to pay the difference between First and standard class fare; or the appropriate supplementary fare.
- b) The provisions of this condition apply equally to passengers occupying seats or standing, including those in corridors, gangways or vestibules of such First Class and "supplementary fare payable" accommodation.

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### 15 Accommodation in Trains

- a) The Company shall incur no liability for the failure to carry a passenger by any particular train or class of carriage where there is insufficient accommodation in that train or in carriages of the class for which the ticket is issued.
- b) Where there is insufficient accommodation on a train or in carriages of a class for which the ticket has been issued, passengers holding single, return or round-trip tickets may either elect not to travel by that train or, when holding standard class tickets, travel in First Class accommodation upon payment of the appropriate difference in fare; or when holding First Class tickets, travel in Standard Class accommodation.
- c) If there is insufficient accommodation of the class for which a passenger holds a ticket, the passenger will not be entitled to travel in a superior class of carriage unless either the appropriate difference in fare is paid in accordance with sub clause (b) hereof; or permission to do so is given by the Company's staff, whereupon any other user of such superior accommodation shall not be entitled to any refund on account of such permission being given.

### 16 Timetables and Train Services

- a) The Company's timetables are subject to alteration at any time without notice.
- b) The Company does not guarantee that trains will start or arrive at the time specified in the timetables nor that they will be hauled by a particular locomotive, and they will not be liable for any loss or damage which may arise from delay or detention.
- c) The Company may whenever they consider it expedient so to do and without being liable for any loss, including consequential loss, damage, delay or detention occasioned thereby:
  - i) suspend or discontinue the issue of tickets; and
  - ii) despatch trains from stations before arrival of other trains shown in the Company's timetables as connecting trains or alter the time of starting or arrival of trains; and
  - iii) withdraw all railway passenger services from any station on any day or suspend or discontinue the running of trains.

Reasonable consideration will be given to applications for refund, in accordance with Conditions 2 A 13 where tickets are unused as a consequence of the circumstances described at (c iii) above.

### 17 Closing of Booking Offices

The Company may cease issuing tickets at such time before the stated time of departure of any trains as in the opinion of the Company is necessary to secure their punctual departure.

### 18 Closing of Entrances to Stations etc.

The Company may close any entrance to or exit from, or any part of any station or platform at such time as they may consider expedient.

### 19 Purchase of Tickets - Change

Passengers should examine their tickets and change before leaving the booking office. The Company will not be responsible for mistakes to which attention is not called at the time of purchase.

### 20 Children's Tickets

Except where otherwise specified in the Company's publications and notices, up to four children under five years of age may accompany each fare paying passenger free of charge provided such children do not occupy seats that are required for fare paying passengers. Children under five years of age occupying such seats and children exceeding the number specified above will be charged the appropriate child's fare.

Children of five years of age and under sixteen years of age are conveyed at Child fares.

### 21 People Over the Age of 60

Except where otherwise specified in the Company's publications and notices, people over the age of 60 are conveyed at Senior fares

### 22 Lost and Unclaimed Property

- a) The Company shall not be liable for any loss of or from or for damage or delay to or for detention of any articles left on the Company's premises or in their trains and all articles found in or upon any of the Company's premises or trains shall, as between the finder and the Company, be deemed to be in the possession of the Company, and must be given immediately into custody of the Company's staff.
- b) A charge may be made for the restoration of lost or unclaimed articles to the owner depending upon the type of article and the period it is held by the Company before it is claimed.
- c) The Company shall not be liable to the true owner for loss, damage, misdelivery, delay or detention of or to such articles arising from the custody of or restoration to the apparent owner of such articles except on proof that such loss, damage, misdelivery, delay or detention was caused by the neglect or default of the Company or their staff.
- d) All articles so found which shall not have been claimed by the true owner within three months after being so left, will be deemed to have been abandoned and may be sold or otherwise disposed of and the proceeds of any such sale retained by the Company, provided that any article of a perishable nature may be disposed of earlier.

### 23 Breach of Conditions of Issue

In the event of a material breach of any condition subject to which a ticket is issued the ticket shall be forfeited and delivered up to any member of the Company's staff.

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### B CONDITIONS OF ISSUE OF SEASON TICKETS

Season tickets are issued subject to the foregoing conditions in part A and to the following conditions which, if inconsistent with the foregoing, shall prevail:

#### 1 Validity of Season Tickets

- a) A season ticket is valid only up to and including the date of expiry shown upon it; and between the stations and by the route or routes shown on it as are open from time to time for passenger traffic, including, unless otherwise stated, intermediate stations.
- b) The holder of a season ticket travelling to and / or from any station beyond that for which the ticket is available shall be liable to pay the appropriate single or return fare for that portion of the journey not covered by the ticket.

#### 2 Lost Season Tickets

- a) If a ticket is lost immediate notice thereof must be given to the issuing office.
- b) Duplicate season tickets are NOT issued.
- c) The Company will not entertain applications for season ticket refunds.
- d) Lost tickets subsequently found must be returned immediately to the issuing office.

#### 3 Surrender of Season Tickets on Expiry

The ticket is the property of the Company and must be surrendered immediately on its expiry or forfeiture.

#### 4 Travelling in First Class accommodation with a Standard Class Season Ticket

- a) Standard class season tickets can be used in First Class accommodation ONLY when the appropriate difference in fare for the journey to be made has been paid before commencement of travel.
- b) In all other cases holders of Standard Class season tickets will be charged the full First Class standard fare for the journey being made.
- c) The provisions of this condition apply equally to passengers occupying seats or standing, including those in corridors, gangways or vestibules of such First Class accommodation.

#### 5 Issue and Renewal of Season Tickets

The Company may refuse to issue or renew a season ticket.

#### 6 Defaced or Damaged Tickets

Should the ticket become defaced, illegible, mutilated, torn or split or has been altered in any way it will not be valid. The holder should return it to the Company who will issue a new ticket upon payment of the charge from time to time in force and made payable in respect of this facility

#### 7 Travelling whilst Not in Possession of a Valid Season Ticket

If a season ticket cannot be produced on request by the Company's staff, the full fare for the journey must be paid.

### C TICKETS OTHER THAN THOSE REFERRED TO ELSEWHERE IN THESE CONDITIONS

These tickets are issued subject to the foregoing conditions in Part A and to the special conditions stated on the tickets or in the Company's publications and notices relating to such tickets

and such special conditions, if inconsistent with such foregoing conditions, shall prevail.

## Section 3 Conditions of Carriage of Passengers Luggage

Luggage is accepted by the Company subject to the following conditions; the foregoing conditions so far as they are applicable; and the byelaws and conditions contained in the Company's publications and notices.

#### 1 Weight Allowance

- a) A passenger may only take such luggage as is carried by hand by the passenger personally and causes no inconvenience to other passengers
- b) The Company will not convey passengers motor vehicles as luggage.

#### 2 Liability

- a) Subject to the succeeding paragraphs of this condition and to the succeeding conditions of this Section the Company shall be liable for loss of or from or for damage or delay to luggage brought on to premises or taken into trains of the Company upon proof that such loss, damage or delay was caused by the neglect or default of the Company or their staff.
- b) In the event of the Company being liable under these conditions such liability shall in respect of any one claim be limited to five-hundred pounds maximum per passenger; and be based on the assessed value of the luggage.

The Company shall NOT in any event be liable:

- i) for the loss of or from or for the damage or delay to any luggage caused by its being improperly or insufficiently packed or labelled or its comprising or containing any fragile or brittle article or any article liable to be broken and to damage any other article
- ii) for loss of or from or for the damage or delay to any luggage caused by the act, neglect or default of the passenger;
- iii) for loss of or from or for the damage or delay to any luggage which is due to the failure of the passenger to comply with any of the Company's conditions;

iv) for loss of or from or for the damage or delay to any luggage unless the same occurred on the Company's trains or premises and then only subject to the conditions applicable thereto;

v) for indirect or consequential damage

#### 3 Damage caused by Luggage Accompanying Passengers

Except where caused by the neglect or default of the Company or their staff a passenger shall be responsible for any injury, damage or loss to the Company's property or staff by any luggage brought by them on to the premises or into the trains of the Company and shall indemnify the Company against any liability to other persons for any injury, damage or loss caused thereby.

#### 4 Additional Conditions applicable to Bicycles, Perambulators and Animals

- a) Passengers may take with them by train bicycles, perambulators, cats, dogs, or other small and inoffensive animals and birds, and such other articles as the Company may from time to time permit to be taken on payment of extra charges as applicable and providing the Company has suitable accommodation.
- b) Animals are not allowed upon passenger's seating accommodation.
- c) Animals are not allowed in restaurant cars but every endeavour will be made to assist in the case of guide dogs accompanying blind passengers.
- d) Greyhounds, military and police dogs, except police dogs in pursuance of police duties, are not allowed in passenger accommodation.

#### 5 Delivery by the Company

- a) The transit of any luggage shall, unless otherwise previously determined, be at an end when it has, at the termination of the journey, been removed from the compartment or has been unloaded from the Company's

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luggage vehicles on to the platform and the passenger has claimed it or has had a reasonable opportunity of claiming it.

- b) The Company will not undertake any responsibility either as carriers or as warehousemen in respect of any luggage after the termination of the transit as defined above.

### **Section 4 Conditions relating to Miscellaneous Facilities**

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#### **1 Left Luggage**

The Company's staff will NOT accept articles for deposit in their offices.

#### **2 Conditions of Issue of Platform Tickets**

- a) The Company may refuse to admit to station platforms persons not travelling by train. At certain stations, persons not travelling by train may be admitted to the platforms on presentation of a platform ticket. Such tickets are issued subject to the byelaws, the conditions contained in the Company's publications and notices, and to the following special condition
- b) Platform tickets are not transferable and are only valid during the period stated. The tickets and must be produced and delivered up when required. The Company may refuse to admit the holder of a platform ticket to any platform or

require the holder to leave any platform or premises in any circumstances they may think fit, in which case they will refund the charge for such ticket, and the holder shall have no other claim whatsoever upon the Company in connection therewith. Persons holding such tickets may not enter the Company's trains.

#### **3 Reservations**

The Company only undertake the reservation of seats and other accommodation on the condition that if from any cause such accommodation so reserved is not made available at the time of travelling to the passenger for whom the reservation was made, they shall refund any sum which may have been paid by the passenger for such reservation but shall not incur any further or other liability for their failure to provide the accommodation reserved.

### **Section 5 Conditions relating to Parking of Vehicles**

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#### **1 Conditions relating to Parking of Motor Vehicles**

- a) Motor vehicles may be parked subject to accommodation being available.
- b) The Company does not undertake to provide a secure or attended car park.
- c) The Company or their staff accept NO responsibility in respect of any loss or misdelivery of or damage to the motor vehicle its contents or accessories however caused except in so far as damage to the motor vehicle its contents or accessories is caused by the neglect or default of the Company or their staff.
- d) The Company or their staff accept NO responsibility in respect of any injury to any driver, occupants or rider by whomsoever caused except in so far as such injury may be caused by the neglect or default of the Company or their staff
- e) Car Parking Tickets when issued are subject to the Company's byelaws, conditions and regulations contained

in the Company's publications and notices. They carry no entitlement to any travel facilities.

- f) Every person accepting these conditions accepts them on behalf of that person and on behalf of all other persons having a proprietary interest in the motor vehicle

#### **2 Conditions relating to Parking of Bicycles**

- a) The Company does not undertake to provide a secure or attended bicycle park and the Company or their staff accept no responsibility for any loss, misdelivery or detention of or damage to any bicycle or any part of accessories thereof or property deposited therewith however caused except in so far as such damage is caused by the neglect or default of the Company or their staff.
- b) The Company may place and keep the bicycle in a bicycle store or elsewhere upon their premises.

### **Section 6 Authority of Company's Staff**

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The Company's staff have no authority to waive or vary any of the foregoing conditions or to extend or vary any liability which may devolve on the Company thereunder.

These Conditions of Carriage of Passengers and their Luggage were issued on 17 August 2007 by Gloucestershire Warwickshire Steam Railway, PLC and supersede all other previous issues.