

# National Rail Conditions of Carriage

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# **NATIONAL RAIL CONDITIONS OF CARRIAGE**

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#### INTRODUCTION

When you buy a ticket to travel on scheduled services on the National Rail Network you make an agreement with the Train Companies whose trains the ticket allows you to use.

This introduction summarises the key rights and obligations within that agreement. You should read the Conditions carefully so you know what you have paid for and what is expected of you.

When you are present in or using stations, train services and other facilities on the National Rail Network, you must also comply with the Byelaws, copies of which are available from station ticket offices or from www.dft.gov.uk.

A list of Train Companies is shown in Appendix C.

# Your rights - a summary

Train Companies and other Ticket Sellers must:

- Give you clear information before, during and where necessary after your journey, to help you plan and carry out your journey. This includes making these Conditions and the Byelaws available wherever you can buy a ticket and making it clear who to contact if things go wrong.
- Make clear to you when you buy your ticket any important restrictions on how you
  can use that ticket (such as when Off-Peak tickets can be used).
- Give you, if you ask, information they have access to about:
  - timetables and fares appropriate for your needs; for example, by telling you about the lowest fare or fastest trip for the journey you describe:
  - whether your intended route is valid with your ticket;
     the accessibility of rail services and facilities in trains if you are disabled or have reduced mobility, for example the elderly and/or those travelling with small children or heavy luggage;
  - whether buses are likely to replace trains for all or part of your journey; and/or
  - restrictions on carrying luggage, animals or cycles on your journey.
- Offer reservations (where available), tickets, and any necessary assistance at no additional cost if you are disabled or have reduced mobility.
- Give you, if you ask, a full refund, if you find out after you bought your ticket
  that your journey is going to be delayed, your train has been cancelled or that your
  seat reservation will not be honoured.

#### Train Companies must:

- Make tickets and reservations available at stations, over the internet or by telephone as appropriate. Where there are no facilities at the station, tickets will be available for sale during or at the end of your journey.
- Keep you informed before and during your journey about on-board services, station calling points and any delays that might affect your journey. This will wherever possible be done in a way in which people with sight and/or hearing difficulties can understand.
- Provide or reimburse you for the reasonable cost of overnight accommodation, if delays within the rail industry's control mean that you cannot complete your rail journey that day.

#### You can:

- Travel between the stations, or within the zones, on or within the dates shown on your ticket.
- Start, break or resume your journey using trains on which your ticket is valid
  unless you are told about particular restrictions that apply to the use of your ticket.
  Note that you cannot break your journey except to change trains with Advance
  tickets.
- Get a refund from the Ticket Seller on unused Anytime or Off-Peak tickets if you
  decide not to travel for any reason, less an administration charge which will not be
  more than £10. If you did not use your ticket because your train was delayed or
  cancelled, the administration charge will not apply.
- Bring luggage, animals and cycles with you. Restrictions may apply due to limited space, and you may need to make a reservation and/or pay a fee.
- Claim compensation if your arrival at the station on your ticket is delayed by an hour or more due to events within the rail industry's control. Some Train Companies offer compensation for delays of more than 30 minutes in their Passenger's Charters.

Season Tickets are covered by special arrangements which apply for replacement, refunds and compensation for delays.

# Your obligations

#### You must:

- Have a valid ticket or tickets for the whole of your journey, at the time you want to travel and on the route and trains you want to use. Unless otherwise indicated, you must purchase your ticket before boarding the train you intend to use.
- Have a ticket or Permit to Travel before you get in a train where Penalty Fares apply. Warning notices will be displayed at stations if they apply.
- Travel in the right train(s) and the right part of the train(s) otherwise you could be charged an excess or Penalty Fare. You may only change from standard class to first class areas if a member of staff in that train gives permission or you have paid the appropriate additional fare.
- Keep your ticket safe. It is your ticket, not the receipt for it, which gives you the right to travel. Do not lose, damage or attempt to alter your ticket.
- Show and, if asked by a member of Train Company staff, hand over your ticket and any associated Railcard/Photocard for inspection.
- Keep to the applicable Byelaws. If you do not you could be refused travel entirely
  or asked to leave a train or station before you have completed your journey.

# PART I CONDITIONS OF CARRIAGE FOR PASSENGERS

#### A. TICKETS

#### 1. Your contract

A ticket that has been issued to you is evidence of a contract between you and each Train Company whose trains you have the right to use. Where the company selling you the ticket is not one of the Train Companies on whose services you are travelling, the seller is acting as agent for the Train Company or Companies in whose trains you are entitled to travel.

If a ticket entitles you to any goods or services from another party (including the right to travel in another party's transport services), it is also evidence of a contract between you and that other party. The conditions relating to these additional goods or services may be different, and will be obtainable from that other party.

Tickets remain the property of the relevant Train Company. Each ticket is issued subject to:

- (a) these Conditions;
- (b) the applicable Byelaws;
- (c) the conditions which apply to Electronic Tickets, Smartcards, other devices used for storing Electronic Tickets and certain types of reduced and discounted fare tickets as set out in the notices and other publications issued by the Train Companies whose trains you are entitled to use; and
- (d) the conditions set out in the notices and other publications issued by another person if the ticket enables you to use any of their goods or services. Train Companies will ensure that you can be provided with or have access to the conditions applying to any ticket you buy, as well as the Byelaws, before you buy your ticket.

In the case of electronic tickets and tickets issued on Oyster cards, see Condition 9.

#### 2. Requirement to hold a ticket

Before you travel you must have a ticket or other authority to travel which is valid for the train(s) you intend to use and for the journey you intend to make, unless the circumstances set out in (b) (i) or (ii) below apply.

Train Companies will make tickets and reservations available at stations, over the internet or by telephone as appropriate. Where there are no facilities for buying a ticket at the station, tickets will be available for sale during or at the end of your journey.

Train Companies will offer reservations (where applicable) and tickets to disabled persons and persons with reduced mobility at no additional cost.

If you travel in a train

- (a) without a ticket: or
- (b) the circumstances described in Conditions 10, 11, 12, 18, 19, 22, 30, 35 and 39 apply;

you will be liable to pay the full single fare or full return fare or, if appropriate, a Penalty Fare (see Condition 4) for your journey. You will not be entitled to any discounts or special terms unless either:

(i) at the station where you started your journey, there was no ticket office open

and

there were no self-service ticket machines or no self-service ticket machines were in full working order

and

in Penalty Fares areas you bought a Permit to Travel unless no Permit to Travel issuing machine was in full working order

#### OR

(ii) the notices and other publications issued by the Train Company in whose train you are travelling indicate that you can buy tickets in that train.

In circumstances where (i) or (ii) apply, you only need to pay the fare that you would have paid if you had bought a ticket immediately before your journey.

Special arrangements may apply if you are disabled. You will find details of these arrangements in each Train Company's 'Disabled People's Protection Policy'.

For the purposes of this Condition, and Conditions 4, 39 and 41, "full single fare or full return fare" means the highest priced single or (if requested by the passenger) return fare appropriate to the class of travel for the journey you are making.

# 3. Where the full range of tickets is not available

If you cannot buy an appropriate ticket for the journey you want to make because the range of tickets that is available at the station from which you intend to start your journey is restricted, you must buy a ticket or Permit to Travel before you travel that entitles you to make at least part of the journey. You must then, as soon as is reasonably practicable, buy an appropriate ticket to complete your journey. In these circumstances, you only need to pay the fare that you would have paid if you had bought a ticket immediately before your journey. The price you will have to pay will be reduced by the amount paid for the ticket or Permit to Travel.

#### 4. Penalty Fares

Penalty Fares are charged by Train Companies at some stations and in some trains. Warning notices are clearly displayed where Penalty Fares apply.

You may be liable to pay a Penalty Fare if:

- (a) you travel in a train without a ticket or Permit to Travel; or
- (b) you travel in a class of accommodation for which the ticket is not valid; or
- (c) you travel in a train and the circumstances set out in Conditions 10, 11, 12, 18, 19, 22, 30, 35 and 39 apply; or
- (d) you are present in a Compulsory Ticket Area without a ticket or Permit to Travel.

You will not have to pay the full single fare or full return fare under Condition 2 if a Penalty Fare is charged, but you will need a valid ticket from the next station at which the train stops. A Train Company which operates a Penalty Fares scheme will supply you with the rules about Penalty Fares and a summary of their scheme if you ask.

#### 5. Children

Up to two children under five years of age may travel free of charge with a passenger holding a ticket or other authority to travel. However, children under five years of age who are travelling free may only occupy a seat which is not required by a passenger holding a ticket or appropriate authority to travel.

Children under 16 years of age are entitled to discounts on most tickets. If a discount is not available, it will be made clear to you when you buy your ticket.

# 6. Transferring a ticket to another person

A ticket may only be used by the person who bought that ticket, or the person on whose behalf that ticket was bought. When a ticket is purchased on behalf of an organisation, business or similar entity, then that ticket may be used by any person employed by such entity unless otherwise shown on the ticket by means of a person's name, photocard number or other identifying mark. In such cases it may only be used by the person so identified.

No purchaser of a ticket may resell or transfer that ticket for value to anyone else unless this has been specifically allowed by the terms and conditions which apply to that ticket, and which will be made clear when you buy your ticket.

# 7. Train Company's responsibilities

The Train Company whose trains you have the right to use, or who has agreed to provide you with any other goods or services, is responsible for providing the goods or services it has agreed to provide. However, the Train Company or its agent(s) are not responsible for:

- (a) another Train Company not running any trains;
- (b) another party not providing goods or services;
- (c) any losses that occur while you are travelling in any other Train Company's trains;
- (d) any losses that occur while you are using those other goods or services.

However, each Train Company or its agent(s) will help you if you have a claim (see Condition 63) or a complaint about your journey, either by dealing with the matter itself or by passing it on to the Train Company(s) or other person(s) providing the goods or services in question.

#### 8. International journeys

These Conditions do not apply if a ticket is issued for an international rail journey within Europe (including any journey wholly within one country to connect with an international rail journey). In such cases, carriage is subject to:

- (a) the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (CIV), these being appendix A to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 in the version of the Protocol of Modification of 3 June 1999. Both documents are available from the website of the Intergovernmental Organisation for International Carriage by Rail (OTIF) which is: www.otif.org;
- (b) to the extent provided in the CIV, the conditions of carriage of the carrier in question.

#### 9. Electronic Tickets

In some cases a Train Company, transport authority, travel agent or other authorised person may issue you with a ticket where the details of the trains you are entitled to use, together with any rights to goods or services supplied by another person, are stored only in electronic form. Such a ticket is referred to in these Conditions as an Electronic Ticket. Any reference in these Conditions to the term "ticket" includes an Electronic Ticket unless specifically stated otherwise.

An Electronic Ticket may be stored on a:

- (i) Smartcard (including an Oyster or ITSO card);
- (ii) payment card or identity card;
- (iii) mobile telephone;
- (iv) personal organiser;
- (v) other mobile electronic device: or
- (vi) database, in conjunction with an authorised Contactless Bank Card.

If a Smartcard is issued by a Train Company, it remains the property of that Train Company and you may be charged a deposit. If it is no longer required and is surrendered in accordance with the published arrangements for that Smartcard, any deposit paid will be refunded. A Smartcard which does not contain an Electronic Ticket is not a valid authority to travel.

The purchase and use of the Electronic Tickets listed in this Condition are subject to specific conditions of use. These will be made available when you participate in such a scheme.

Wherever reference is made in these Conditions to information about restrictions, stations, routes and period of validity being shown on tickets, this information will not be shown on Smartcards and may not be displayed on the cards or devices referred to in (ii) to (vi) of this Condition, in relation to any Electronic Tickets they contain. However, any rights, restrictions or other terms of use (including these Conditions where applicable) will still apply and will be provided when you buy your Electronic Ticket or Electronic Funds.

#### **B. VALIDITY OF TICKETS**

# 10. Tickets valid only in trains of particular Train Companies

The validity of a ticket may:

- a) be restricted to; or
- b) prohibit

travel in the trains of a particular Train Company or Train Companies. Any such restriction or prohibition will be shown on the ticket. If you travel in a train with a ticket that is not valid, Condition 2 or 4 will apply. If you are unable to use a ticket or any part of it, you may be able to claim a refund under Condition 26 or Condition 36. For other restrictions on use of tickets, see Condition 11 below.

#### 11. The period during which you can use a ticket

The period during which a ticket is valid is printed on the ticket or will be made clear to you when you buy your ticket. If you use a ticket after the expiry of the ticket's validity, you may be treated as having joined a train without a ticket and Condition 2 or 4 will apply.

If, as a result of a delay to your train, the validity of the ticket you are using expires during your journey, you will still be allowed to complete that journey. However, in these circumstances, you may not break your journey unless your train is so delayed that a break is reasonably required.

## 12. Restrictions on when you can travel

Restrictions apply to the use of some tickets (including those bought with a Railcard) in addition to/other than those in Condition 10 above such as the dates, days, and times when you can use them, and the trains in which they can be used. These restrictions will be made clear to you by the seller when you buy your ticket. If a restriction applies and the ticket you are using is not valid for the train you are travelling in, then:

- (a) you will be liable to pay an excess fare (the difference between the price paid for the ticket you hold and the price of the lowest priced ticket available for immediate travel that would have entitled you to travel in that train for the journey shown on the ticket); or
- (b) in the case of some types of discounted tickets (as indicated in the notices and publications) Condition 2 or 4 will apply.

If you purchase an Advance ticket, you must use that ticket in the train specified when you book your ticket. However, if you miss this service because a previous connecting train service was delayed you will be able to travel on the next service provided by the Train Company with whom you were booked to travel without penalty.

If you have an Off-Peak or Super Off-Peak ticket and board a train on which your ticket is not valid, you will only be charged the difference between the fare you have paid and the cheapest valid Anytime or Off-Peak fare for the service concerned. The same principle will apply if you wish to transfer to first class accommodation. This rule does not apply in designated Penalty Fares areas, where you may be required to pay a Penalty Fare.

# 13. The route you are entitled to take

- (a) You may travel between the stations shown on the ticket you hold in:
  - a train on which you are able to make your entire journey without changing trains:
  - (ii) trains which take the shortest route which can be used by scheduled passenger services; or
  - (iii) trains which take the routes shown in the National Routeing Guide.

If you ask them to, the Ticket Seller must advise you on whether your intended route is valid with your ticket.

- (b) If you are using a Zonal Ticket you may travel in trains which take any route within the zone or zones shown on the ticket.
- (c) Together, the routes referred to in (a) (ii), (a) (iii) and (b) above are the "permitted routes"
- (d) The use of some tickets may be restricted to trains which take:
  - (i) routes passing through, or avoiding, particular locations; or
  - (ii) the most direct route.

These restrictions will be shown on the ticket.

(e) If you make your journey by a route other than those referred to in (a) and (b) above, you will be liable to pay an excess fare. This excess fare will be the difference between the price paid for the ticket you hold and the price of the lowest priced ticket(s) available at a ticket office for immediate travel that would have entitled you to travel by that route.

#### 14. Railcards

If you buy a ticket using a Railcard, you must have with you when you travel, the ticket, that Railcard and any photocard that may be required. Additional conditions apply to the use of Railcards. Details of those conditions are available from the Railcard seller.

#### 15. Photocards

Some types of tickets (including many Season Tickets, tickets bought with a Railcard and Electronic Tickets) are only valid with either:

- (a) a photocard showing a photograph which is a true likeness of the person for whom the ticket was issued; or
- (b) another form of personal identification.

Details of this requirement, and the tickets to which it applies, are available where the relevant tickets are sold. If the use of a Season Ticket or Railcard requires you to carry a photocard, the Season Ticket (unless it is an Electronic Ticket) or Railcard must show the photocard serial number.

If you lose your photocard, or the photocard is no longer a true likeness of you, then, a new photocard will be required. In these circumstances, whoever sold you the Season Ticket or, in the case of a Railcard any Train Company, will issue a replacement showing your new photocard serial number if applicable. You may have to pay a reasonable administration charge (not exceeding £10) for the replacement.

# C. USE OF TICKETS

#### 16. Starting, breaking or ending a journey at intermediate stations

You may start, or break and resume, a journey (in either direction in the case of a return ticket) at any intermediate station, as long as the ticket you hold is valid for the trains you want to use. You may also end your journey (in either direction in the case of a return ticket) before the destination shown on the ticket. However, these rights may not apply to some types of tickets for which a break of journey is prohibited, in which case the Ticket Seller must make this clear when you buy your ticket.

If you start, break and resume, or end your journey at an intermediate station when you are not entitled to do so, you will be liable to pay an excess fare. This excess fare will be the difference between the price paid for the ticket you hold and the price of the lowest priced ticket(s) available at a ticket office for immediate travel that would have entitled you to start, break and resume, or end your journey at that station on the service(s) you have used.

A ticket which entitles you to travel on the London Underground and/or Docklands Light Railway does not entitle you to break and resume your journey at any of the stations on these networks unless it is a Season Ticket or a Travelcard.

For the purposes of this Condition and Condition 11, you will be treated as breaking your journey if you leave a Train Company's or Rail Service Company's stations after you start your journey other than to:

- (i) join a train at another station, or
- (ii) stay in overnight accommodation when you cannot reasonably complete your journey within one day, or
- (iii) follow any instructions given by a member of a Train Company's or Rail Service Company's staff.

# 17. Using a return ticket

A return ticket (including a two-part return ticket) is only valid for the outward journey shown on that ticket if the ticket is completely unused. You may not use the outward part of a return ticket after you have used the return part.

# 18. If you travel further than a ticket allows

If you travel beyond the destination shown on the ticket, you will be treated as having joined the train without a ticket for that additional part of your journey. Condition 2 or 4 will apply for that additional part of your journey.

#### 19. Using a combination of tickets

You may use two or more tickets for one journey as long as together they cover the entire journey and one of the following applies:

- (a) they are both Zonal Tickets unless special conditions prohibit their use in this way. The Ticket Seller will, if you ask, advise you whether you can use a Zonal Ticket in combination with another ticket
- (b) the train you are in calls at a station where you change from one ticket to another;

or

(c) one of the tickets is a Season Ticket (which for this purpose does not include Season Tickets or travel passes issued on behalf of a passenger transport executive or local authority) or a leisure travel pass, and the other ticket(s) is/are not.

You must comply with any restriction shown on the tickets relating to travel in the trains of a particular Train Company or Train Companies (see Condition 10).

If you do not comply with this Condition, you will be treated as having joined the train without a ticket and Condition 2 or 4 will apply, either to the entire journey, or from the last station where the train stopped at which at least one of the tickets was valid.

For the purposes of this Condition, a "leisure travel pass" means any multi-journey ticket (excluding Season Tickets) valid for:

- (i) at least 7 consecutive days; or
- (ii) at least 3 days in a period of at least 7 consecutive days

and includes rover tickets, travel passes, flexipass tickets and BritRail passes.

#### 20. Withdrawal of tickets

If you do not comply in a material way with any Condition that applies to the use of a ticket, staff or agents of any Train Company may withdraw the ticket and you will be given a receipt. In the case of an Electronic Ticket, this may require you to either allow the staff or agent of the Train Company to delete the stored data, or demonstrate to them that you have done so in accordance with the conditions of use of that ticket.

#### D. YOUR RESPONSIBILITIES

# 21. Buying tickets

As soon as you can, you should check that the details shown on the ticket are consistent with the journey you intend to make and that you have received the correct change. If you think a mistake has been made you should tell the person who sold you the ticket as soon as possible.

# 22. Inspection of tickets

You must show and, if asked to do so by the staff of a Train Company or its agent, hand over for inspection a valid ticket and any relevant Railcard, photocard or other form of personal identification in accordance with Condition 15. If you do not, you will be treated as having joined a train without a ticket and Condition 2 or 4 will apply. If an Electronic Ticket cannot be displayed, you will be treated as if you were unable to hand a valid ticket over for inspection.

#### 23. If a ticket is damaged or altered

If a ticket has been damaged or has been tampered with or altered in any way, it is not valid for travel. However, if you return it to the Train Company or travel agent which sold it to you, they will arrange for a replacement ticket to be issued unless it has reason to suspect that the ticket has, or will be, used for fraudulent or improper purposes. You may have to pay a reasonable administrative charge (not exceeding £10) for the replacement.

#### 24. Lost, stolen or mislaid tickets

A ticket is your evidence of your right to make a rail journey and it is your responsibility to keep it safe. If you lose or mislay a ticket or it is stolen, it will not be replaced nor will any of the cost be refunded. However, certain Smartcards may be replaced in such circumstances if they have been registered. The seller of the Smartcard will be able to tell you whether and in what circumstances this may apply. In addition, Train Companies will replace certain Season Tickets in the circumstances set out in Condition 34.

# 25. Getting on and off, or changing trains

When getting on and off, or changing trains during your journey you should make sure that:

- a) you get on the correct trains;
- b) if appropriate, you travel in the correct part of a train;
- you get off a train at the correct station, including any station where you need to change trains;
- d) if your journey involves a change of train, you allow at least 5 minutes interchange time, or the appropriate interchange time shown in the National Rail Timetable for the station(s) where you change trains. If you request journey information when buying your ticket this will include information giving the minimum time you will need to allow if any changes of train are required.
- e) you keep your luggage, and any other possessions, with you at all times. Unless a Train Company has agreed to provide assistance, it will not be responsible for any loss or delay to your journey arising from any failure in this regard.

#### E. YOUR REFUND RIGHTS

#### 26. Refunds on tickets that have not been used

If you decide not to use a ticket (other than a Season Ticket - see Condition 36) to make all or part of your intended journey, then:

- (a) if the train you intended to use is cancelled, delayed or your reservation will not be honoured, you decide not to travel and at that time you return the unused ticket to any ticket office, the Train Company responsible for that ticket office will, wherever possible, give you an immediate full refund as shown in Condition 27;
- (b) if the train you intend to use is cancelled, delayed or your reservation will not be honoured, your ticket or relevant portion of it is completely unused, you decide not to travel and you submit a claim for a refund within 28 days of the expiry of the ticket to the Ticket Seller you will be given a full refund as shown in Condition 27 as soon as practicable and in any case within one month of your claim being received.
- (c) if paragraphs (a) and (b) do not apply and the ticket has been bought from a Train Company's ticket office (or a self-service machine) and you return your ticket at any Train Company's ticket office no later than 28 days after the expiry of the ticket's validity, you will receive a refund (subject to the notes below); or
- (d) if paragraphs (a) and (b) do not apply, the ticket has been bought from a Train Company's telesales office or a Train Company's internet website and you return the ticket to an address notified by that Train Company no later than 28 days after the expiry of the ticket's validity, you will receive a refund (subject to the notes below); or
- (e) if paragraphs (a) and (b) do not apply and the ticket has been bought from a travel agent or other internet website, if you return the ticket to that agent no later than 28 days after the expiry of the ticket's validity, you will receive a refund (subject to the notes below).

#### Notes:

- (i) The amount of the refund under (c), (d), or (e) above will normally take into account any use you have made of the ticket and in some circumstances, as explained in (ii) below, no refund will be paid.
- (ii) In the case of a refund made under (c), (d), or (e) above, you may have to pay a reasonable administrative charge (not exceeding £10). In such cases, where the administrative charge exceeds the refund you would have been entitled to, no refund will be payable.
- (iii) Your right to receive a refund under (c), (d) and (e) above of all or part of the price paid may be restricted in the case of some types of reduced and discounted fare tickets, for example, those with an advance purchase requirement. These rights will be made clear to you when you buy your ticket.
- (iv) In the case of a refund under (c), (d), or (e) above, you will not receive an immediate refund but your refund application will be processed as soon as reasonably practicable and the refund paid within one month of receipt of the application.
- (v) In the case of an Electronic Ticket, the refund process may require you to allow the person making the refund to delete the stored ticket data or to demonstrate to that person that you have done so in accordance with the conditions of that ticket.

#### 27. Method of refund

The method of refund will be as shown in the table below:

Method of payment	Method of refund
Cash	Cash or cheque at the discretion of the Train Company or travel agent. Any immediate refund given under Condition 26 (a) will be made in cash wherever possible.
Cheque (where accepted)	Cash or cheque (which could include the return of your cheque) at the discretion of the Train Company or travel agent.
Credit or Debit Card	Issue of a credit voucher and credit to the relevant account.
Rail Travel Warrant	Credit to the relevant warrant account.
Rail Travel Voucher	Vouchers of equivalent value or cash at the discretion of the Train Company or travel agent. Any immediate refund given under Condition 26 (a) will be made in cash wherever possible.

# 28. Cancellation of fraudulent payment

You are entitled to cancel a payment where fraudulent use has been made of your credit or debit card in connection with the purchase of a ticket.

#### F. ADDITIONAL CONDITIONS APPLYING ONLY TO SEASON TICKETS

# 29. Application

Conditions 29 to 37 apply to Season Tickets and Smartcards containing Season Tickets. If there is any conflict or inconsistency between them and any other Conditions, then Conditions 29 to 37 will apply.

# 30. Validity

A Season Ticket gives you the right to travel between particular stations or within particular zones during the period up to and including the Season Ticket's expiry date. A Season Ticket may only be used by the person to whom, or on whose behalf, it was issued. Except in the case of a Season Ticket which is an Electronic Ticket, the relevant stations or zones and expiry date are shown on the ticket. This includes the right to start, break and resume, or end your journey, as described in Condition 16. If you use the Season Ticket to travel beyond the station or zones for which it is valid, you will be treated as having joined the train without a ticket for that additional part of your journey and Condition 2 or 4 will apply. The routes you are entitled to take with a Season Ticket are explained in Condition 13.

# 31. Expiry of validity

A Season Ticket remains the property of the Train Companies. When its validity expires you must hand it in to the Train Company which issued it if you are asked to do so. You do not need to hand in a Smartcard which contains an expired Season Ticket.

# 32. Improper use

A Train Company may refuse to sell a new Season Ticket, or renew or replace an existing Season Ticket if it has reason to suspect that it has, or will be, used for fraudulent or improper purposes.

#### 33. Damaged tickets

If a Season Ticket is damaged, or can no longer be read easily, or no longer works in automatic ticket gates, it will be replaced by the Ticket Seller that sold the original ticket, provided that it is still valid. You will not have to pay an administrative charge. Different arrangements normally apply for the replacement of damaged or defective Smartcards, and these will be made clear to you when you obtain your Smartcard.

# 34. Lost, stolen or mislaid tickets

If you lose or mislay a Season Ticket or it is stolen, the Train Company which sold it will, unless Condition 32 applies, arrange for it to be replaced with a duplicate Season Ticket provided that:

- (a) you tell staff at an office of the Train Company from which it was bought as soon as you reasonably can and, if required, you give a reasonable explanation for the loss;
- (b) you agree to return immediately the lost Season Ticket if you find it, to an office of the Train Company from which it was bought;
- (c) the lost Season Ticket is valid for one month or longer; and
- (d) you pay a reasonable administrative charge (not exceeding £20) for the issue of the duplicate Season Ticket.

If you subsequently lose or mislay your duplicate Season Ticket or it is stolen, then further duplicate Season Tickets will be issued on the same basis as your first duplicate Season Ticket. However, you may be asked to attend a meeting with the Train Company concerned to explain the circumstances in which your duplicate Season Ticket(s) was lost. Train Companies have agreed a Code of Practice for such meetings, a copy of which can be found on the National Rail nationalrail.co.uk/tickets and Train Company websites.

If the loss of your duplicate Season Ticket is a result of a theft, robbery, fire, or other exceptional circumstances which have been reported to the police, the fire service or another appropriate organisation, you should be able to provide confirmation of the circumstances from the relevant authority on request, e.g. a crime number from the police.

Train companies reserve the right to refuse to issue a duplicate Season Ticket if they have reasonable grounds to believe that such requests are being made fraudulently.

Different arrangements apply for Season Tickets issued on Smartcards where the Smartcard is registered, and it is possible to cancel the Electronic Ticket stored on it. The seller of the Smartcard or Electronic Ticket will make these clear to you when you buy your ticket.

#### 35. Season Ticket or photocard unavailable for inspection

If you do not show a Season Ticket, or any photocard required with a Season Ticket, when asked by staff or agents of a Train Company, you will be treated as having joined a train without a ticket and Condition 2 or 4 will apply.

If, subsequently, you present at the office where the Season Ticket was issued.

- (a) the Season Ticket:
- (b) the photocard, if required; and
- (c) the additional tickets you have purchased or any Penalty Fares notices, the relevant Train Company may, at its discretion, refund any fares paid in accordance with Condition 2 or 4 less a reasonable administration charge (not exceeding £10). No more than two such claims will be considered in any 12 month period regardless of the number of Season Tickets purchased in that time.

#### 36. Season Ticket refunds

If you decide not to use or to stop using a Season Ticket, a refund will only be made if the Season Ticket is returned to the Train Company from which it was bought. However, to qualify for a refund (in the case of a Season Ticket valid for a month or more when issued) there must be at least seven days' validity remaining or, in the case of any other Season Ticket, at least three days' validity remaining.

Refunds are calculated from the date the Season Ticket is returned. If you were ill and, consequently, unable to hand the ticket in earlier, a refund will be calculated from the date your illness started, provided that a medical certificate or other evidence satisfactory to the Train Company (for example, a letter from your employer on headed notepaper may be sufficient) is produced, covering the period from the start of your illness until the ticket is handed in. The refund will be the difference, if any, between:

- (a) the price paid for the Season Ticket; and
- (b) the total cost of the combination of tickets that you would have needed to make one return journey a day up to the date the Season Ticket was handed in, less a reasonable administrative charge (not exceeding £10).

This means the amount you receive will not usually be pro rata to the price of the ticket and, in some cases, there may be no refund payable.

Applications for a refund on a duplicate ticket that has been issued to replace a lost or stolen Season Ticket will be made:

- (i) where the original Season Ticket is returned to the Train Company which issued the duplicate ticket within one month of it being notified of the relevant loss; or
- (ii) where the original and replacement tickets were Electronic Tickets and it was possible to cancel the original ticket; or
- (iii) in circumstances such as the redundancy, resignation, retirement, change of employment or address, pregnancy or prolonged illness of the holder, provided supporting evidence is supplied which is satisfactory to the Train Company asked to make the refund.

Refunds on a duplicate ticket can be made in other circumstances, although you may be asked to attend a meeting with the Train Company concerned to confirm the circumstances of your application. Train Companies have agreed a Code of Practice for such meetings, a copy of which can be found on the National Rail nationalrail.co.uk/tickets and Train Company websites.

# 37. Changing one Season Ticket for another

You may change one Season Ticket for another covering a different journey or class of travel provided that the original ticket was valid for one month or more, and has at least seven days' validity remaining. In this case, you will only be required to pay the difference in price between the original ticket and the new one, calculated pro rata to the number of days of validity remaining on the ticket. If the new Season Ticket is for a cheaper journey or class of travel, you will be entitled to a refund on the original ticket, calculated pro rata to the number of days of validity remaining on the date the ticket is handed in. The validity of the new ticket must start on the day after the original ticket is handed in and must expire on the same date as that of the original ticket when it was issued. You will not have to pay an administrative charge.

Applications for refunds for duplicate tickets will be considered under this Condition and will be dealt with in accordance with the process set out in Condition 36.

Different arrangements may apply for Season Tickets issued on Smartcards. The seller of the Smartcard or Electronic Ticket will make these clear to you when you buy your ticket.

#### G. TRAIN ACCOMMODATION AND RESERVATIONS

# 38. Travelling in standard class accommodation with a first class ticket

If you have a first class ticket (or the equivalent) and the first class accommodation (or the equivalent) shown in the National Rail Timetable is not available in any train you travel in, you may claim a refund of the difference in price between the first class and the standard class ticket for the relevant part of your journey.

#### 39. Travelling in first class accommodation with a standard class ticket

If you have a standard class ticket (other than a Season Ticket), no standard class accommodation is available, and staff on that train give their permission, then you may travel in first class accommodation (or the equivalent) where this is available without extra charge.

On-train staff will not give you permission to use first class accommodation (or the equivalent) unless they are satisfied that it is not required by anyone with a first class ticket and the standard class accommodation on the train is full. This permission may be withdrawn if a person holding a first class ticket requires the accommodation during your journey or standard class accommodation becomes available. If you have a standard class ticket and you travel in first class accommodation without permission (which includes occupying seats or standing in any part of the carriage), you will have to pay:

- (i) the difference between the price of that ticket and the price of the first class ticket for the accommodation you have used; or
- (ii) where Condition 4 (b) applies, you may be charged a Penalty Fare.

If you have a standard class Season Ticket, you may only travel in first class accommodation (which includes occupying seats or standing in any part of the carriage) if:

- (a) the difference between the full single fare for first class accommodation and the full single fare for standard class accommodation has been paid before your journey starts;
- (b) any other relevant supplement set out in the notices and other publications of the Train Companies has been paid before your journey starts;
- (c) notices are displayed allowing passengers with standard class tickets to use first class accommodation: or
- (d) on-train ticket staff have given you permission. In all other cases, if you travel in first class accommodation (or the equivalent) with a standard class Season Ticket, you will be treated as having joined the train without a valid ticket and Condition 2 or 4 will apply.

# 40. Reserving seats

Seats in some trains can be reserved before you travel and you may have to pay a fee. Unless you have a seat reservation, the Train Companies do not guarantee to provide a seat for your journey. You must have a valid ticket for your journey before reserving a seat. Each ticket allows you to reserve no more than one seat per person for each part of your journey.

#### 41. Refund of reservation fees

If a seat reservation, sleeper reservation or cycle reservation is not honoured, the Train Company responsible will refund any reservation fee paid. If the Train Company is unable to provide alternative equivalent accommodation for you or your cycle, you will be compensated for the inconvenience. The value of the compensation will be no more than the price of the full single fare for the journey. If you are unable or have decided not to travel you will be entitled to claim a refund under Condition 26 for the relevant part of your journey.

To be eligible to receive this compensation you must make a claim to the Train Company within 28 days of completing the relevant journey, stating the timetable departure time of the train or trains you used, or intended to use, for the journey. When you make your claim you must provide a ticket (or other authority to travel) which was valid for the journey.

#### H. TRAIN SERVICE DISRUPTION

# 42. Compensation for delays

- (a) Where delays, cancellations or poor service arise for reasons within the control of a Train Company or Rail Service Company, you are entitled to compensation in accordance with the arrangements set out in that Train Company's Passenger's Charter. This can be obtained from the relevant Train Company's ticket offices, customer relations office and internet sales site.
- (b) The amount of compensation offered by each Train Company in its Passenger's Charter varies from Train Company to Train Company. However, as a minimum, if you arrive more than 60 minutes late at your destination station you will be entitled to compensation in accordance with the table below:

Ticket held	Amount Payable
Single ticket, or Return ticket with delay on both the outward and return journey	50% of the price paid
Return ticket with delay on outward or return journey	50% of the price paid for the relevant portion of the journey
Season Ticket	The discount or compensation arrangements in the relevant Train Company's Passenger's Charter apply

The table above does not apply if you are entitled to a refund in accordance with Condition 26.

- (c) This Condition 42 sets out the entire liability of the relevant Train Companies in relation to delays, cancellations and poor service. Except as shown in this Condition 42, the Train Companies do not accept liability for any loss (including consequential loss) caused by the delay and/or cancellation of any train. However, they will consider additional claims in exceptional circumstances.
- (d) Compensation will be paid in rail travel vouchers or, at your request, in money. This will be by means of a refund to the debit or credit card used to pay for your ticket or, at the Train Company's discretion, in notes and coins, a cheque or a bank transfer payment (usually referred to as a BACS payment).
  - Rail travel vouchers may be exchanged or used in part payment for tickets for any rail journey on the services of the Train Companies.
- (e) To qualify for this compensation you must make a claim to one of the Train Companies' ticket offices or customer relations office within 28 days of completing the relevant journey, stating the timetabled departure time of the train or trains you intended to use for the journey. When you make your claim you must provide a ticket or other authority to travel which was valid for that journey. A Train Company will allow you to retain a ticket for this purpose.

#### 43. Help from Train Companies if you are stranded

If disruption caused by circumstances within the control of a Train Company or a Rail Service Company leaves you stranded before you have reached your destination printed on or stored on your ticket, and the Train Company whose trains you are entitled to use is unable to get you to that destination by other means, any Train Company which is in a position to help will, if it reasonably can, either arrange to get you to that destination, or provide overnight accommodation for you.

#### 44. Circumstances that are within a Train Company's control

For the purposes of Conditions 42, 43 and 52, circumstances that are within a Train Company's control include the negligent or wilful acts or omission of its, or a Rail Service Company's, staff or agents.

# 45. Circumstances that are not within a Train Company's control

For the purposes of Conditions 42, 43 and 52, circumstances that are not within a Train Company's control include:

- (a) acts or threats of vandalism or terrorism:
- (b) suicides or accidents involving trespassers;
- (c) gas leaks or fires in lineside buildings not caused by a Train Company or a Rail Service Company or any of their staff or agents;
- (d) line closures at the request of the police or emergency services;
- (e) exceptionally severe weather conditions;
- (f) riots or civil commotion; and
- (g) fire, mechanical or electrical failure or a defect (except where this is caused by a Train Company or Rail Service Company or their staff or agents, or as a result of the condition of a Train Company's trains).

#### 46. Disabled passengers and passengers with reduced mobility

If you are a disabled passenger or a passenger with reduced mobility and give at least 24 hours notice, Train Companies will, as a minimum, provide free assistance so that you have access to travel by rail, including helping you get on and off trains at staffed stations, and make all reasonable efforts to assist you at unstaffed stations.

Where stations and trains are not accessible to a disabled customer, a Train Company will take steps to ensure that they can complete their journey (for example, by arranging alternative transport for that customer to the nearest accessible station).

If you ask for information on the accessibility of rail services and facilities in trains for disabled persons and persons with reduced mobility (for example, the elderly and/or those travelling with small children or heavy luggage), a Train Company will provide the information to which it has access.



# CONDITIONS OF CARRIAGE FOR LUGGAGE, ARTICLES, ANIMALS AND CYCLES

# 47. Accompanied luggage, articles and animals

You may take a single item of hand luggage that must be capable of being held in your lap if required, plus up to 2 items of luggage each not exceeding  $30 \times 70 \times 90$  cm in size. Unless you are disabled or have reduced mobility and have made arrangements in advance for assistance, you should be able to manage your luggage without additional help. Luggage is carried subject to sufficient space being available in the train service you wish to use. Luggage should not occupy seats intended for passengers; if it does so, it may be charged for as set out in Appendix B.

Additional items of luggage and larger items may be carried at an additional charge (as set out in Appendix B), but you should check in advance with the Train Company. Each Train Company provides information about their specific luggage conditions on request, and this can be found either from their website or from the Ticket Seller before you buy your ticket.

Some domestic animals are permitted to travel with you (as set out in Appendix B). Animals are not allowed on seats in any circumstances.

The terms, conditions and restrictions for the carriage of luggage, articles and animals are set out in Condition 49 and Appendix B.

## 48. Cycles

Train Companies allow cycles to be conveyed by train with the exception of a few routes. However, restrictions may apply at particular times of day and/or days of the week. A charge may be made for conveying a cycle and a reservation may be required. The Ticket Seller must tell you about these restrictions and any charges if you ask when buying your ticket.

#### 49. Restrictions

Any Train Company may refuse to accept an item of luggage, an article, an animal or a cycle, even though it meets the requirements set out in Condition 47 and 48 and Appendix B, if, in the opinion of its staff:

- (a) it may cause injury, inconvenience or a nuisance or it may cause damage to property;
- (b) there is not enough room for it;
- (c) the loading or unloading may cause delay to trains; or
- (d) it is not carried or packaged in a suitable manner.

# 50. A Train Company's liabilities

A Train Company will only be liable for any loss or damage to luggage, articles, animals or cycles in its trains or on its premises if the loss or damage was caused by the fault of a Train Company or a Rail Service Company staff or agents. A Train Company's liability in respect of any item will not exceed,£1500 or the item's value, whichever is lower.

#### 51. Your responsibilities

You should take care of any item of luggage or article, animal or cycle that you take in passenger accommodation. You may be liable for any injury, damage, or loss if you do not take reasonable care

# PART III

#### CONDITIONS RELATING TO LOST PROPERTY

#### 52. Liability for lost property

A Train Company will take reasonable care of any luggage, articles, animals or cycles which are taken into its safekeeping after being left in its trains or on its premises and will make a reasonable effort to contact the owner

# 53. Retrieval of property

A Train Company or Rail Service Company may restrict or refuse access to retrieve any property left in its trains or on its premises if it is reasonable to do so.

# 54. Ownership

Property found in a train or on a Train Company's premises will not be treated as belonging to the person who finds it and must be handed over immediately to a Train Company's member of staff.

# 55. Examination and disposal

If property is left in a train or on a Train Company's premises, the Train Company has the right to open it and examine the contents before removing it to a secure place. The Train Company may, without being liable, remove or dispose of any property, which might in its opinion cause any damage or any injury or inconvenience to persons.

# 56. Charges

A Train Company may make a charge (not exceeding £2 per day per item) for storing property and (not exceeding £30 per item) for retrieval of property by the owner depending on:

- (a) the type of property; and
- (b) the period for which it has been kept.

#### 57. Unclaimed property

Any property taken into a Train Company's safekeeping which has not been retrieved within three months will be sold or otherwise disposed of and any money from the sale will be kept by the Train Company. Items which are perishable may be disposed of earlier.



#### **GENERAL CONDITIONS**

# 58. Limitation of authority of a Train Company's staff or agents

A Train Company's staff or agents have no authority to waive or change these Conditions.

# 59. Unacceptable conduct

When on stations or trains you must act in accordance with the Byelaws. Any person who a Train Company has reasonable grounds to believe is likely to act in a riotous, disorderly or offensive manner may be refused access to, or may be required to leave, trains, platforms or stations.

#### 60. Carriage by road vehicles

These Conditions apply to passengers travelling and luggage, articles, animals and cycles conveyed in road vehicles provided by a Train Company or its agents unless it is made clear to you when you buy your ticket that different conditions apply. The term "train" in this context includes any road vehicle owned or operated by a Train Company or on its behalf. A Train Company may replace a train with a road vehicle at short notice or on a planned basis and your journey time may be extended. The Train Company may refuse to accept some types of luggage, articles, animals and cycles in accordance with Condition 49. The Ticket Seller must make clear if any planned replacements are likely to affect your journey when you buy your ticket, provided the information is available to them. If the replacement is at short notice and you cannot complete your journey because the Train Company is unable to transport your luggage, articles, animals and/or cycles by road vehicle, you will be entitled to compensation in line with Condition 42 as if your train had been cancelled

# 61. Parking of motor vehicles and cycles

Conditions for parking motor vehicles and cycles are available at stations where there are parking facilities.

#### 62. Left luggage

Left luggage conditions are displayed at stations where there are left luggage facilities.

#### 63. Claims against a Train Company

(a) Personal injury, loss or damage to property: If you wish to make a claim against a Train Company for personal injury or any loss or damage to property, you may write to the Train Company or alternatively contact:

CAHA Registrar Ltd 1 Eversholt Street London NW1 2DN

(b) Other claims including Passenger's Charter claims or complaints under these Conditions or a Passenger's Charter should be referred to the relevant Train Company.

# 64. Governing law

These Conditions will be governed by English law, except where a ticket is bought in Scotland for travel wholly within Scotland, in which case these Conditions will be governed by Scots law.



#### In these Conditions:-

- (a) "Articles" means boxes, packets, packages, toys, unpacked clothing, umbrellas, sports equipment, musical instruments, wheelchairs and other such items not classed as luggage but excludes cycles;
- (b) "Byelaws" refers to the railway byelaws which apply to any person when in stations, trains or any other property belonging to a Train Company or Rail Service Company, and which can be obtained at www.dft.gov.uk
- (c) "Compulsory Ticket Area" means any area at a station identified by a notice which indicates that people may not enter that area without a ticket or other authority allowing them to enter that area, or to travel in a train arriving at or departing from that area;
- (d) "Condition(s)" means these National Rail Conditions of Carriage;
- (e) "Contactless Bank Card" means a credit or debit card bearing the symbol

  ))) described in the notices and publications of the Train Company as being valid for use as set out in Condition 9.
- (f) "Disabled Passengers or Passengers with Reduced Mobility" means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotory, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or as a result of age, and whose situation needs appropriate attention and adaptation to his or her particular needs of the service made available to all passengers;
- (g) "Electronic Funds" has the meaning set out in Condition 9;
- (h) "Electronic Ticket" has the meaning set out in Condition 9;
- (i) "Luggage" means suitcases, briefcases, lap-top computer cases, vanity cases, rucksacks, holdalls, shopping bags, carrier bags and similar items but excludes handbags and other bags used for carrying personal effects;
- (j) "National Rail Network" means the network of railway lines over which Train Companies operate scheduled passenger railway services;

- (k) "National Rail Timetable" means the rail timetable for passenger train services in Great Britain as provided at www.nationalrail.co.uk
- an "Oyster" card means a card belonging to the electronic smartcard scheme operated by Transport for London in which a number of Train Companies participate;
- (m) a Train Company's "Passenger's Charter" means the document of that name or "Customer's Charter" published from time to time by that Train Company;
- (n) "Penalty Fare" means a Penalty Fare charged in accordance with a scheme made under the Penalty Fares Rules 2002 (as amended from time to time). The amount of a Penalty Fare will be as shown in the Penalty Fares Regulations 1994 (as amended from time to time);
- (o) "Penalty Fares Notice" means the receipt issued when a Penalty Fare is charged;
- (p) a "Permit to Travel" allows you to travel by train until you have a reasonable opportunity to buy the ticket you need for your journey, for a period of not more than 2 hours from the time of issue. The price you will have to pay for the ticket will be reduced by the amount you have paid for the Permit to Travel;
- (q) "Railcard" is a card which allows ticket(s) to be bought at a discounted fare;
- (r) "Rail Service Company" means Network Rail, any person (other than a Train Company) who operates a station and any person who hires rolling stock to a Train Company, but does not include London Underground;
- (s) "Season Ticket" means a ticket which allows you to travel for a period of 7 consecutive days or longer and will have (except in the case of an Electronic ticket) one or more of the following characteristics:
  - (i) it shows the word "Season":
  - (ii) it shows the word "Travelcard";
  - (iii) it is endorsed with a photocard number;
- (t) "Smartcard" means a card that is able to contain one or more Electronic Tickets and/or Electronic Funds;
- (u) "Train Company" means a company operating passenger railway services which is required to apply these Conditions to its tickets under a condition of the Passenger Licence granted to it by the Office of Rail Regulation. A list of these companies can be found in Appendix C. "Train Companies" means all or more than one of these Companies;
- (v) "Ticket Seller" means any person authorised to sell tickets for scheduled services on the National Rail Network including Train Companies and their agents;
- (w) "Zonal Tickets" are those tickets which permit travel only within a defined area.

#### **APPENDIX B**

#### INFORMATION REGARDING CARRIAGE OF LUGGAGE, ARTICLES AND ANIMALS

- Passenger accommodation in these Conditions means the parts of trains with seats or sleeper berths including luggage stowage areas above, beneath and behind seats and adjacent to doorways.
- 2. Condition 47 allows you to take up to 3 items of luggage into the passenger accommodation of a train. One piece of luggage must be capable of being held in your lap if required, whilst the other pieces must each not exceed 30 x 70 x 90cm in size.
- 3. A Train Company may refuse to accept luggage or articles in passenger accommodation if any of the following apply:
  - the restrictions listed in Condition 49 apply;
  - the item would obstruct doorways, gangways or corridors;
- 4. In such cases, the article may be conveyed in separate luggage accommodation if this is available on the train service. Articles conveyed in such accommodation must for security reasons be clearly labelled with your name, address and destination station. Staff may not release the items to you until you have proved ownership.
- 5. A Train Company may refuse to accept articles in a luggage van if any of the restrictions listed in Condition 49 apply.
- 6. Luggage that exceeds the limits set out above is carried at the discretion of the Train Company. A charge may be made for this. Each train company is responsible for setting the charges that apply to luggage conveyed in these circumstances; however, it will not exceed half the adult single fare for the journey or part of the journey over which the luggage is being conveyed on that Train Company. Train Companies will provide information about their additional luggage policies via their website and enquiry offices, or on request or from the Ticket Seller before you buy your ticket.

#### **Animals**

- 7. You may take up to two dogs or other small domestic animals free of charge with you into the passenger accommodation of a train provided that they can be accommodated on the train service on which you are travelling. Animals, with the exception of blind or deaf persons' assistance dogs, may not be taken into buffet or restaurant cars. Animals are not generally allowed in sleeper accommodation; however dogs may be conveyed in sleeper cabins with the permission of the Train Company. You should apply for such permission at least 48 hours before you travel.
- 8. Animals other than a dog must be conveyed in a fully enclosed basket or pet carrier designed for this purpose with dimensions not exceeding 85 x 60 x 60 cm. Baskets and pet carriers must be large enough to allow the animal to stand and lie down in comfort. Animals which are too large for a basket or pet carrier with dimensions 85 x 60 x 60 cm may not be conveyed by train.

- 9. More than two domestic animals per passenger may be conveyed at the discretion of the Train Company, and may be charged for. Each train company is responsible for setting the charges that apply to animals conveyed in these circumstances; however, it will not exceed half the adult single fare for the journey or part of the journey over which the animal(s) are being conveyed by that Train Company. Train Companies will provide information about their policies covering the carriage of additional animals via their website and enquiry offices, or on request or from the Ticket Seller before you buy your ticket.
- 10. The Train Company may require that such animals are conveyed in a train's luggage van, if one is available. In such cases, a dog should be muzzled and its lead securely fastened as directed by Train Company staff. Baskets and pet carriers must be secure. Dogs and any baskets or pet carriers must be clearly labelled with your name, address and destination station. Staff may not hand over animals until you have proved ownership.
- 11. Dogs must be kept on a lead throughout your journey, including any part of station property; other animals must not be taken out of their baskets or pet carriers. If your dog or other animal causes a nuisance or inconvenience to other passengers you may be asked to remove it from a train or railway premises by the Train Company or Rail Service Company staff.
- 12. In no case will livestock or non-domestic animals be conveyed.

# **FURTHER INFORMATION ABOUT CARRYING SPECIFIC ARTICLES**

# Items permitted for which no additional fee is charged

Item	Conditions
Pushchair/Carrycots.	Must be capable of folding
Wheelchairs and powered wheelchairs.	Wheelchairs must be folded unless in use and located in a section designated for wheelchairs where provided. They are conveyed subject to a maximum width of 67 cms and length of 120 cms

# Items permitted at the discretion of individual Train Companies, for which a fee may be payable

Item
Mobility scooters
Canoes; surfboards; sailboards
Skis and ski-boards; golf equipment; other sports equipment except where shown as not permitted below
Musical Instruments exceeding these dimensions, 30 x 70 x 90 cm which are also set out in Condition 47 and Appendix B
Unloaded guns

# Items that are not permitted

Item
Motorcycles; mopeds; motor scooters
Furniture exceeding these dimensions, $30 \times 70 \times 90$ cm which are also set out in Condition 47 and Appendix B.
Loaded guns and firearms
Dangerous goods: inflammable liquids: explosives

#### **APPENDIX C**

# List of Train Companies to which the National Rail Conditions of Carriage apply as at 19 July 2015

Abellio Greater Anglia Limited (trading as Greater Anglia)

Abellio Greater Anglia Limited (trading as Stansted Express)

Abellio Scotrail Ltd (trading as ScotRail)

Arriva Trains Wales/Trenau Arriva Cymru Limited

c2c Rail Limited

East Coast Main Line Company Limited (trading as Virgin Trains East Coast)

East Midlands Trains Limited

First Greater Western Limited (trading as First Great Western)

First Greater Western Limited/Heathrow Airport Holdings Limited (trading as

Heathrow Connect)

Govia Thameslink Railway Ltd (trading as Great Northern)

Govia Thameslink Railway Ltd (trading as Thameslink)

First/Keolis TransPennine Limited (trading as TransPennine Express)

Grand Central Railway Company Limited

Hull Trains Company Limited

London & Birmingham Railway Limited (trading as London Midland)

London Overground Rail Operations Limited

London & South Eastern Railway Limited (trading as Southeastern)

Merseyrail Electrics 2002 Limited

MTR Corporation (Crossrail) Ltd (trading as TfL Rail)

Serco Caledonian Sleepers Ltd (trading as Caledonian Sleepers)

Southern Railway Limited (trading as Southern)

Southern Railway Limited (trading as Gatwick Express)

Northern Rail Limited

Stagecoach South Western Trains Limited (trading as South West Trains)

Stagecoach South Western Trains Limited (trading as Island Line)

The Chiltern Railway Company Limited

West Coast Trains Limited (trading as Virgin Trains)

XC Trains Limited (trading as CrossCountry)

A current list is available at station ticket offices, telesales offices, the National Rail website and travel agents licensed to sell National Rail tickets where you will also be able to obtain telephone numbers and addresses for correspondence with each of the above companies.

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