

MIDDLETON RAILWAY TRUST LIMITED

CONDITIONS OF CARRIAGE RELATING TO PASSENGERS & LUGGAGE

Definitions

In these conditions the following expressions have the meanings given:

'The Company' means the Middleton Railway Trust Limited.

'Staff' means all those individuals who are authorised to act on behalf of the Company.

'Luggage' means any articles (including cycles, perambulators, push chairs, wheel chairs and animals) which passengers may keep with them on the trains without inconvenience to other passengers.

'Vehicle' means any wheeled self-propelled conveyance.

'Cycle' means any conveyance propelled by human power.

Section A. Tickets

Ticket as a Contract

1. The issue of a ticket is evidence of a contract between the passenger and the Middleton Railway Trust Limited. If a ticket gives entitlement to travel on services provided by another transport operator it is also evidence of a contract between the ticket holder and that operator.

Tickets Not Transferable

2. A ticket may only be used by the person for whom it has been issued. It must not be resold or passed to another person.

Requirement to Hold a Ticket

3. All persons travelling on trains operated by the Company must be in possession of a valid ticket or other authority to travel.

Section B. Conditions of Issue of Tickets

4. Each ticket is issued subject to:
 - (a) These conditions;
 - (b) the Conditions set out in notices or other publications of the Company;
 - (c) any special conditions which apply certain types of tickets, such as reduced and discounted fare tickets or tickets for special trains, as set out in the notices and other publications issued by the Company; and
 - (d) the Conditions set out in notices or other publications of any other transport operator on whose services the ticket is valid.

Copies of the notices and other appropriate publications issued by the Company are available for inspection on request at the Ticket Office of the Company.

Responsibility of Company

5. Having sold a ticket the Middleton Railway Trust Ltd. is responsible for providing travel for the service it has agreed to provide. The Company may however reserve the right to provide conveyance by road in lieu of rail if it is more expedient to do so.

If a ticket issued by the Company is also valid for travel on services provided by another transport operator the ticket is issued on the basis of the Company being an Agent for the other operator(s) and the Company will NOT be responsible for the failure of that operator(s) to provide a service. Nor will it be liable for any delay or losses that occur whilst any such service is being used.

Class of Accommodation

6. The Company only provides a single class of accommodation on its trains, and all tickets are issued for this class of travel.

Travel Without Valid Ticket

7. Any person travelling without a valid ticket or other authority to travel will be liable to pay the full rate single or return fare for the journey made or for which there is an intention to make, and there will be no entitlement to any discounts or other special terms which might otherwise apply. However, this condition will not apply if either:
 - (a) there was no ticket office at the station where a journey was commenced (or there was and it was closed), or no ticket issuing machine was available; or
 - (b) the Notices and other publications issued by the Company indicate that tickets may be purchased from the Guard on board the trains.

Children

8. A maximum of four children under three years of age may travel free of charge with a passenger holding a ticket or other authority to travel. However, children under three 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, this will be made clear when the ticket is being purchased.

Passengers with Special Needs

9. Provided that the passenger is in possession of a METRO or similar card from the local authority where they reside showing the discount to be applied to any carer(s) then the Company will issue ticket(s) to such carer(s) as described by the travel card of that passenger.

Section C. Validity of Tickets

Period of Validity

10. (a) A ticket is valid only on the date shown on it, including both outward and return journeys where appropriate.
- (b) Tickets not used on the prescribed day or period of validity 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.

Reduced Fare Tickets

11. Certain types of reduced fare tickets may have restrictions on their use, such that they are not valid on restricted days or during a restricted time period, as specified in Notices and Publications of the Company.

Passengers who travel on a train upon which their ticket is not valid will be liable to pay the difference between the price of the ticket held and the price of the cheapest ticket available for the journey concerned on the train upon which they are travelling.

Photocards

12. Certain types of ticket may only be valid if an authorised photocard is held. Details of the conditions that apply to photocards and the tickets that require them are available from Ticket Offices.

Section D. Use of Tickets

Break of Journey

13. Unless otherwise indicated in any Company Notice or Publication or on the ticket itself, the holder of a ticket may, train service permitting, break their journey at intermediate stations and then resume their journey on a later train. In the case of a return or round trip ticket the break of journey may take place on either or both the outward or return journey, provided that the journey is completed within the period of validity of the ticket.

Travel Beyond Destination Station Indicated on the Ticket

14. 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.

Section E. Responsibility of Passengers

Purchase of Tickets and Change

15. Passengers should examine their tickets and change before leaving the Ticket Office. The Company will not be responsible for mistakes to which attention is not drawn at the time of purchase.

Passengers to Board Correct Train

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

Tickets to be Retained

17. Passengers must retain their ticket for inspection or collection when requested by an authorised member of the Company's staff. Any passenger who fails to produce a ticket will be treated as having boarded the train without a valid ticket and Condition 7 will therefore apply.

Defaced or Damaged Tickets

18. Any ticket which becomes defaced, illegible, or mutilated will cease to be valid.

Tickets Lost or Misplaced

19. Passengers are responsible for the safe keeping of their tickets. The Company will not replace a lost or mislaid ticket (or portion thereof) and will not make refunds in respect of the value of such tickets.

Section F. Refunds

Refund on Unused Tickets

20. If a passenger decides not to use a ticket or a portion of a ticket, refunds in respect of the fare paid will be made as under:
 - (a) If the train upon which the passenger requires to travel is delayed or cancelled and the ticket is returned to the Ticket Office from which it was purchased as soon as reasonably possible, then a full and immediate refund will be made for the unused ticket(s) or portions thereof.
 - (b) If the circumstances set out in (a) above do not apply and the ticket is returned to the Ticket Office from which it was purchased as soon as reasonably possible, then a full and immediate refund will be made for the unused ticket(s) or portions thereof, but the Company may make a reasonable administrative charge.
 - (c) If the circumstances set out in (a) above do not apply and the ticket is returned to the Ticket Office from which it was purchased within 28 days after the date shown on the ticket, then a refund of 50% will be made.

Method of Refund

21. If a ticket was paid for with a credit or charge card, any refund will be made by the issue of a credit voucher. If a ticket was paid for in cash and there is a right to an immediate refund under paragraph (a) of Condition 20, the refund will be made in cash. Otherwise, any refund will be made either in cash or by cheque at the discretion of the Company.

Section G. Timetables and Train Services

Maintenance of Services

22. (a) Whilst every effort will be made to maintain advertised train services, the Company's timetables are subject to alteration at any time, with or without notice.
- (b) The Company does not guarantee that trains will depart or arrive at the time specified in 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 it considers 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.
 - (ii) despatch trains from stations before arrival of other trains shown in the Company's timetables as connecting trains or alter the time of departure or arrival of trains.
 - (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 Condition 20 where tickets are unused as a consequence of the circumstances described in (c)(iii) above.

Refusal of Access

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

Closing of Ticket Offices

24. 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.

Section H. Miscellaneous Provisions

Reservations

25. 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(s) for whom the reservation(s) was made, they shall refund any sum which may have been paid by the passenger(s) for such reservation(s) but shall not incur any further or other liability for their failure to provide the required accommodation.

Carriage by Road Vehicles

26. Where relevant, these Conditions will apply to the carriage of passengers and their luggage in road vehicles owned by the Company or are operated by another party on

its behalf. For these purposes the term "train" includes any road vehicle owned or operated by the Company or on its behalf.

Parking of Motor Vehicles and Bicycles

27. Conditions for the parking of motor vehicles and bicycles are available at stations where this facility is provided.

Breach of Conditions of Issue

28. 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.

Authority of Company's Staff

29. The Company's staff or agents have no authority to waive or change these conditions, or to extend or vary the scope of the Company's liability under these conditions.

CONDITIONS OF CARRIAGE OF PASSENGERS' POSSESSIONS, PROPERTY AND LUGGAGE AND ANIMALS ETC

Definitions

In these conditions the following expressions have the meanings given:

'The Company' means the Middleton Railway Trust Limited.

'Staff' means all those individuals who are authorised to act on behalf of the Company.

'Luggage' means any articles (including cycles, perambulators, push chairs, wheel chairs and animals) which passengers may keep with them on the trains without inconvenience to other passengers.

'Vehicle' means any wheeled self-propelled conveyance.

'Cycle' means any conveyance propelled by human power.

Conditions

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

Weight Allowance

1. (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 motor vehicles as luggage.

Liability

2. (a) Subject to the succeeding paragraphs of this condition and to the succeeding conditions of this Section the Company shall only 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 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.
3. The Company shall NOT in any event be liable:
 - (a) 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;
 - (b) for the loss of or from or for the damage or delay to any luggage caused by the act, neglect of the passenger;
 - (c) for loss of or from or for the damage or delay to luggage which is due to the failure of the passenger to comply with any of the Company's conditions;

- (d) 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; or
- (e) for indirect or consequential damage;

Damage caused by Luggage Accompanying Passengers

- 4. Except where caused by neglect or default of the Company or its 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 injury, damage or loss caused thereby.

Additional Conditions applicable to Bicycles, Perambulators and Animals

- 5. (a) Passengers may take with them by train, bicycles, perambulators, push chairs, cats, dogs, or other small and inoffensive animals and birds and such 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) For reasons of hygiene, animals are not allowed in catering vehicles, but this condition will not apply to Guide dogs accompanying blind, partially sighted or those passengers with hearing difficulties.

Delivery by the Company

- 6. (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 and the passenger has claimed it or has had 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.

CONDITIONS RELATING TO THE PARKING OF VEHICLES AND CYCLES

Definitions

In these conditions the following expressions have the meanings given:

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'Staff' means all those individuals who are authorised to act on behalf of the Company.

'Vehicle' means any wheeled self-propelled conveyance.

'Cycle' means any conveyance propelled by human power.

Conditions

1. Vehicles and cycles may be parked subject to accommodation being available.
2. All vehicles and cycles are parked at the risk of the owner or driver.
3. The Company and/or its staff accept NO responsibility for any loss, damage or injury howsoever caused.

CONDITIONS RELATING TO LOST PROPERTY

Definitions

In these conditions the following expressions have the meanings given:

'The Company' means the Middleton Railway Trust Limited.

'Staff' means all those individuals who are authorised to act on behalf of the Company.

Conditions

1. The Company shall not be liable for any item left on trains or premises. All items found must be given immediately into the custody of a member of staff of the Company.
2. A charge may be made for the restoration of lost property to the owner depending upon the type of article and the period it is held by the Company before being claimed.
3. All articles so found which shall not have been claimed by the owner within one month after so being left will be deemed to have been abandoned and may be sold or disposed of by the Company. All perishable items will be disposed of at an earlier date.