



# National Rail Conditions of Carriage



**National Rail**  
*Britain's train companies working together*

# NATIONAL RAIL CONDITIONS OF CARRIAGE

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These National Rail Conditions of Carriage apply from 24th July 2006.

## INTRODUCTION

When you buy a ticket to travel on the National Rail Network you enter into an agreement with the Train Companies whose trains you have the right to use. That agreement gives you the right to make the journey or journeys between the stations or within the zones shown on the ticket you have bought. These Conditions are also part of that agreement and they apply to all domestic (non-international) journeys by scheduled passenger trains of the Train Companies on the National Rail Network.

It is a condition of the Passenger Licence granted to each Train Company by the Office of Rail Regulation that these Conditions apply to tickets sold for journeys involving its services and those of other Train Companies. There is a list of the Train Companies in Appendix C or at [www.nationalrail.co.uk](http://www.nationalrail.co.uk).

These Conditions set out your rights and any restrictions to those rights. The Train Companies may give you more extensive rights than those set out in these Conditions and, if they do so, these may be found in each Train Company's Passenger's Charter or other publications. Details of where you can find this information will be available when you buy your ticket. The Train Companies may not give you less extensive rights, except in the case of some types of reduced and discounted fare tickets where the relevant condition(s) specifically allow them to do so. These Conditions set out the minimum level of rights you are entitled to expect.

A Train Company's ticket sales staff will give advice about tickets, and any restrictions concerning their use, on an impartial basis unless the point of sale is dedicated to the sale of one Train Company's tickets.

## **SECTION 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.

If a ticket entitles you to any goods or services from another person (including the right to travel in another person's transport services), it is also evidence of a contract between you and that person.

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.

Details of how to get copies of the relevant Train Company's notices and other publications relevant to your journey will be available when you buy a ticket. If the ticket entitles you to obtain goods or services from another person, then you can get copies of relevant notices and publications from that person.

If a Train Company's special conditions apply to the use of a ticket, the seller will make these clear to you.

#### **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.

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 or no ticket office was 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
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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. Then you must, 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. 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.

Warning notices are displayed at stations where Penalty Fares are charged. You will not have to pay the full single fare or full return fare under Condition 2 if a Penalty Fare is charged. A Train Company which operates a Penalty Fares scheme will send you a copy of 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 accompany each fare-paying passenger free of charge. However, children under five years of age who are travelling free may only occupy a seat which is not required by a fare-paying passenger.

Children under 16 years of age are entitled to discounts on most tickets. You will be advised in the notices and publications of the Train Companies whose trains you wish to use if a discount is not available.

## **6. You may not transfer a ticket to another person**

A ticket may only be used by the person for whom it has been bought. It may not be resold or passed on to anyone else unless this is specifically allowed by the terms and conditions which apply to that ticket and which are set out in the notices and publications of the relevant Train Company.

## **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 person not providing goods or services;
- (c) any losses that occur while you are travelling on 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](http://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, a 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;
- (ii) payment card or identity card;
- (iii) mobile telephone;
- (iv) personal organiser; or
- (v) other mobile electronic device.

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 a Smartcard is no longer required and is returned to the office of issue in good condition any deposit paid will be refunded. A Smartcard which does not contain an Electronic Ticket is not a valid authority to travel.

Some Smartcards may be used to buy stored credit which you can use later to buy Electronic Tickets. In these Conditions, credit stored in this way is termed Electronic Funds. It is your responsibility to make sure that you have enough Electronic Funds on your Smartcard to pay for the Electronic Ticket required for the journey you intend to make.

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 in (ii) to (v) of this Condition, for any Electronic Tickets they contain. However, any restrictions or other terms of use (including these Conditions) will still apply. You can get details of restrictions and terms of use from the seller of the Electronic Ticket.

## **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, the relevant parts of 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.

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

The period during which a ticket is valid is printed on the ticket or set out in the notices and other publications of the relevant Train Companies. 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 the relevant parts of Condition 2 or 4 will apply.

If the validity of the ticket you are using expires during your journey (for example, your train does not reach its destination until after midnight), you will still be allowed to complete that journey. However, in these circumstances, you may not break your journey unless your train is extensively delayed.

### **12. Restrictions on when you can travel**

Restrictions apply to the use of some tickets (including those bought with a Railcard) such as the dates, days, and times when you can use them, and the trains in which they can be used. These restrictions are set out in the notices and other publications of the Train Companies whose trains you are entitled to use. 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) the relevant parts of Condition 2 or 4 will apply.

### **13. The route you are entitled to take**

- (a) You may travel between the stations shown on the ticket you hold in:
  - (i) a through train;
  - (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 (details as to how you can obtain this information will be available when you buy 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 for immediate travel that would have entitled you to travel by that route.
- (f) For the purposes of this Condition, a "through train" is one which may be used by a passenger to make their entire journey without changing trains.

## 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 relevant Train Companies will make this clear in their notices and other publications.

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 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:

- (i) to join a train at another station, or
- (ii) to stay in overnight accommodation when you cannot reasonably complete your journey within one day, or
- (iii) to follow any instructions given by a member of a Train 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. The relevant parts of 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);
- (b) the train you are in calls at the 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 the relevant parts of 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.

### **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 the relevant parts of Condition 2 or 4 will apply. If an Electronic Ticket cannot be displayed, you will be treated as if you were unable to hand over for inspection a valid ticket.

### **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 a Smartcard or it is stolen, it will not be replaced nor will any of the cost be refunded. However, Train Companies will replace certain Season Tickets in the circumstances set out in Condition 34.

### **25. Boarding, alighting or changing trains**

When boarding, alighting or changing trains during your journey you should make sure that:

- a) you board the correct trains;
- b) if appropriate, you travel in the correct part of a train;
- c) you alight from 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 the minimum interchange time shown in the National Rail timetable for the station where you change trains (details as to how you can obtain this information will be available when you buy your ticket), or at least 5 minutes if no minimum interchange time is shown for that station;

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 which 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, if it is in a position to do so, give you an immediate full refund as shown in Condition 27;
- (b) if paragraph (a) does 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
- (c) if paragraph (a) does 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
- (d) if paragraph (a) does not apply and the ticket has been bought from a travel agent, 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 will normally take into account any use you have made of the ticket and in some circumstances no refund will be paid.
- (ii) In the case of a refund made under (b), (c), or (d) above, you may have to pay a reasonable administrative charge (not exceeding £10).
- (iii) Your right to receive a refund 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 are set out in the notices and other publications of the relevant Train Companies.
- (iv) In the case of a refund under (b), (c), or (d) above, you will not receive an immediate refund but your refund application will be processed as soon as reasonably practicable.
- (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 where the Train Company is in a position to do this.
Cheque	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 where the Train Company is in a position to do this.

## 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 which is made other than at a ticket office (e.g. by telephone or website).

## 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. 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 the relevant parts of 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 (or a Smartcard containing a Season Ticket) is damaged, or can no longer be read easily, or no longer works in automatic ticket gates, it will be replaced at the office from which it was bought provided the Train Company which sold it can confirm the ticket is still valid. You will not have to pay an administrative charge.

### **34. Lost, stolen or mislaid tickets**

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

- (a) you tell staff at the office 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, or Smartcard containing a Season Ticket, if you find it, to the office 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.

Only one duplicate will normally be allowed for any lost or stolen Season Ticket. However, a second duplicate will usually be allowed if:

- (i) the original Season Ticket or Smartcard containing a Season Ticket is returned to the Train Company which sold it within one month of it having been told of the loss; or
- (ii) the first or second request for a duplicate was a result of a verifiable theft, robbery, fire, or other exceptional circumstances which have been reported to the police, the fire service or another appropriate organisation.

You will not, in any circumstances, be issued with more than two duplicate Season Tickets in any 12 month period.

### **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 the relevant parts of 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 ticket office 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.

Refunds are not usually made on a duplicate ticket that has been issued to replace a lost or stolen Season Ticket. However, applications for such refunds will be considered:

- (i) where the original Season Ticket or Smartcard containing a 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) in circumstances such as the redundancy, pregnancy or prolonged illness of the holder, provided supporting evidence is supplied which is satisfactory to the Train Company asked to make the refund.

### **37 Changing one Season Ticket for another**

If you hand in a Season Ticket which was valid for one month or more when issued and then buy another Season Ticket for a different journey, 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. However, the validity of the new ticket must start on the day after the original ticket is handed in and must be for a period that is at least as long as that of the original ticket when it was issued. You will not have to pay an administrative charge. If you hand in an Electronic Ticket, the new ticket may only be issued at a station which issues Electronic Tickets.

Although refunds are not usually made on duplicate tickets which have been issued to replace lost Season Tickets, applications for refunds for duplicate tickets will be considered under this Condition.

## **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 on 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 ticket 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 ticket 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, 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 the relevant parts of 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. This 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 one of the Train Companies' ticket offices 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 or internet site.
- (b) The amount of compensation offered by each Train Company in its Passenger's Charter varies from Train Company to Train Company. However, if you are more than one hour late at your destination station you will, as a minimum, be entitled to compensation in the form of travel vouchers in accordance with the table below:

<b>Ticket held</b>	<b>Amount in vouchers</b>
Single ticket	20% of the price paid
Return ticket with delay on outward or return journey	10% of the price paid
Return ticket with delay on both the outward and return journey	20% of the price paid
7-Day Season Ticket for each day a delay occurs	20% of the price paid ÷ 7
Monthly or longer period 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) 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 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 and 43, 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 and 43, 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 employees or agents;
- (d) line closures at the request of the police or emergency services;
- (e) exceptionally severe weather conditions;
- (f) industrial action by a Train Company's, or Rail Service Company's, staff or agents or by any other person;
- (g) riots or civil commotion; and
- (h) fire, mechanical or electrical failure or a defect (except where this is caused by a Train Company or Rail Service Company or their employees or agents, or as a result of the condition of a Train Company's trains).

## **SECTION II** CONDITIONS OF CARRIAGE FOR LUGGAGE, ARTICLES, ANIMALS AND CYCLES

### **46. Accompanied luggage, articles and animals**

You may take small items of luggage, small articles and some animals with you in passenger accommodation without charge subject to the terms, conditions and restrictions set out in Appendix B. You must not place luggage or other articles on seats required for passengers. Animals are not allowed on seats in any circumstances.

### **47. Large items of luggage and large articles**

Large items of luggage and large articles may be conveyed in a luggage van if one is available. You may have to pay a fee for this, but it will not be more than half the adult fare for your journey. Luggage and articles conveyed in a luggage van must be clearly labelled with your name, address and destination station and will not be released by staff until you have proved ownership. The terms, conditions and restrictions which apply to luggage and articles conveyed in luggage vans are set out in Appendix B.

### **48. Cycles**

Except for a few routes, the Train Companies allow cycles to be conveyed by train. However, restrictions may apply at particular times of day and/or days of the week. Any restrictions will be set out in the notices and publications of each Train Company. A charge may be made for conveying a cycle and a reservation may be required.

### **49. Restrictions**

Any Train Company may (notwithstanding the terms set out in Conditions 46 to 48 and Appendix B) refuse to accept an item of luggage, an article, an animal or a cycle 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.

Any Train Company's staff may refuse to accept an item of luggage, an article, an animal or a cycle even if it has been conveyed by train in the past. This Condition applies from the start of your journey and also if you need to change trains. Other terms, conditions and restrictions are set out in Appendix B.

### **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 negligent or wilful acts or omissions of its, or a Rail Service Company's, staff or agents. A Train Company's liability in respect of any item will not exceed the value of that item or £1,000, whichever is the 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.

## **SECTION 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. A Train Company's liability for loss or damage to such items whilst in its care will not exceed its value or £1000, whichever is lower.

### **53. Retrieval of property**

A Train 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 returning property to 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 claimed 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.

## **SECTION IV MISCELLANEOUS CONDITIONS**

### **58. Unacceptable conduct**

Any person who a Train Company believes 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.

**59. 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.

**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 notice is given to show 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.

**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:

The Registrar  
Crawford & Company  
Tempus  
249 Midsummer Boulevard  
Central Milton Keynes  
Buckinghamshire  
MK9 1YA

(b) Other claims including Passenger's Charter claims:

All other claims 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.

## **APPENDIX A** DEFINITIONS

### **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) “Condition(s)” means these National Rail Conditions of Carriage;
- (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) “Electronic Funds” has the meaning set out in Condition 9;
- (e) “Electronic Ticket” has the meaning set out in Condition 9;
- (f) “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;
- (g) “National Rail Network” means the network of railway lines over which Train Companies operate scheduled passenger railway services;
- (h) 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;
- (i) 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;
- (j) “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);
- (k) “Penalty Fares Notice” means the receipt issued when a Penalty Fare is charged;
- (l) “Railcard” is a card which allows ticket(s) to be bought at a discounted fare;
- (m) “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;

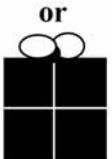
- (n) "Season Ticket" means a ticket (including an Electronic Ticket) which allows you to travel for a period of 7 consecutive days or longer and will have one or more of the following characteristics:
- (i) it shows the word "Season";
  - (ii) it shows the word "Travelcard";
  - (iii) it is endorsed with a photocard number;
- (o) "Smartcard" means a card that is able to contain one or more Electronic Tickets and/or Electronic Funds;
- (p) "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 and an up to date list will be published on [www.nationarail.co.uk](http://www.nationarail.co.uk). "Train Companies" means all or more than one of these Companies;
- (q) "Zonal Tickets" are those tickets which permit travel only within a defined area.

## **APPENDIX B** ADDITIONAL CONDITIONS FOR LUGGAGE, ARTICLES, ANIMALS AND CYCLES

### **Conveyance of Luggage and Articles in Passenger Accommodation**

1. 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 46 allows you to take small items of Luggage and Articles into the passenger accommodation of a train. Small items are considered to be those with dimensions not exceeding 90 x 70 x 30 cm with a weight not exceeding 50kg. Each passenger (aged 5 years or more) may take three small items into a train free of charge, however, the dimensions of only two of these items may exceed 55 x 40 x 20 cm.

### Your Maximum Free Luggage / Articles Allowance

  <b>or</b> 	+	  <b>or</b> 	+	  <b>or</b> 
90 x 70 x 30 cm maximum dimensions and 50kg maximum weight		90 x 70 x 30 cm maximum dimensions and 50kg maximum weight		55 x 40 x 20 cm maximum dimensions and 50kg maximum weight

3. A fee not exceeding half the adult fare for your journey is charged for:

- each additional item in excess of a passenger's free allowance; and
- any item with dimensions exceeding 90 x 70 x 30 cm.

4. 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;
- the dimensions of the item exceed 100 x 100 x 100 cm; or
- in the opinion of the Train Company's staff, the item is only suitable to be conveyed in a luggage van.

5. For wheelchairs please refer to the table "Luggage and Miscellaneous Articles"

#### **Conveyance of Luggage and Articles in Luggage Vans**

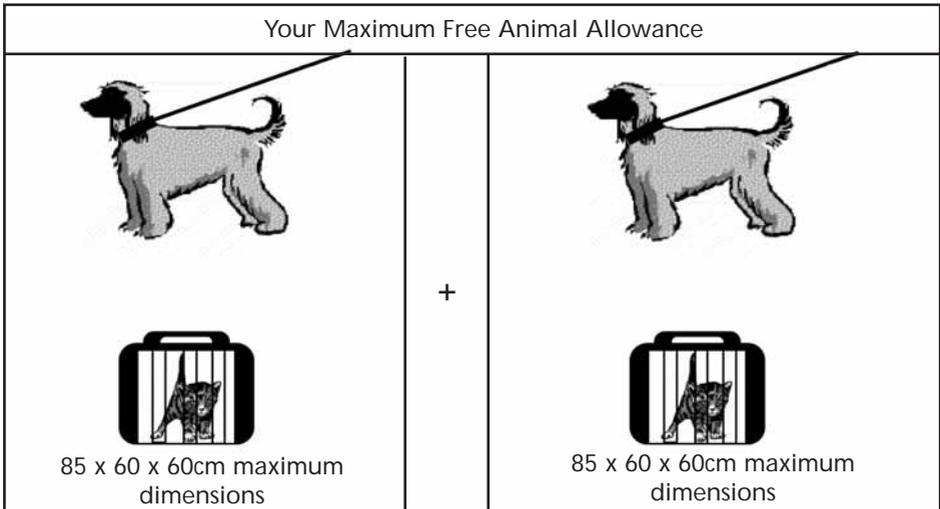
6. A luggage van, in these Conditions, means the part of some trains provided specially to convey parcels, packages, cycles and larger items of Luggage.

7. Under Condition 47 the Train Companies may convey larger items of Luggage and Articles in a luggage van, if one is available. Items with dimensions exceeding 150 x 150 x 100 cm, or with a weight exceeding 75kg, will not be accepted. A fee not exceeding half the adult fare for your journey is charged for each item.

- 8. Luggage and Articles conveyed in a luggage van must be clearly labelled with your name, address and destination station. Staff will not release the items to you until you have proved ownership.
- 9. A Train Company may refuse to accept Luggage or Articles in a luggage van if any of the restrictions listed in Condition 49 apply.
- 10. For wheelchairs please refer to the table "Luggage and Miscellaneous Articles".

**Animals**

- 11. You may take dogs and small animals with you into the passenger accommodation of trains. Animals, with the exception of blind or deaf persons' assistance dogs at the discretion of the steward, may not be taken into buffet or restaurant cars. Animals are not generally allowed in sleeper compartments, 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.
- 12. Except for dogs, animals 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.
- 13. Two animals may accompany you on trains free of charge.



- 14. A fee not exceeding half the adult fare for your journey is charged for each additional animal in excess of a passenger's free allowance.
- 15. An animal may be conveyed in a train's luggage van, if one is available. 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 will not hand over animals until you have proved ownership.

16. Dogs must be kept on a lead throughout your journey; 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.

The tables below are a guide to the conveyance of luggage, articles and animals by train.

### Luggage and Miscellaneous Articles

Item	Permitted	Charge	Conditions
Items of Luggage or Articles with maximum dimensions of 90 x 70 x 30 cm and a weight not exceeding 50kg	Yes, in passenger accommodation.	No	Up to two items per ticket holder (see clause 2 in this Appendix).
Additional items of Luggage or Articles with maximum dimensions of 55 x 40 x 20 cm and a weight not exceeding 50kg.	Yes, in passenger accommodation.	No	One item per ticket holder in addition to the allowance for larger items of luggage (see clause 2 in this Appendix).
Items of Luggage or Articles with maximum dimensions of 100 x 100 x 100 cm and a weight not exceeding 50kg.	Yes, in passenger accommodation.	A fee not exceeding half the adult fare for your journey for each item.	
Items of Luggage or Articles with maximum dimensions of 150 x 150 x 100 cm and a weight not exceeding 75kg.	Yes, in a luggage van if one is available.	A fee not exceeding half the adult fare for your journey for each item.	
Items of Luggage or Articles with dimensions exceeding 150 x 150 x 100 cm or with a weight exceeding 75kg.	No		

## Specific Articles

Item	Permitted	Charge	Conditions
Pushchair	Yes, in passenger accommodation.	No	
Carrycot	Yes, in passenger accommodation	No	
Wheelchairs and powered wheelchairs	Yes, in passenger accommodation	No	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.
Mobility Scooters	At Train Company discretion. Please contact the Train Company whose trains you intend to use for further information.	No	
Canoes, Surfboards & Sailboards	No		
Skis and ski-boards	Yes, in a luggage van if one is available.	A fee not exceeding half the adult fare for each item.	
Golf Equipment	Yes, in a luggage van if one is available.	A fee not exceeding half the adult fare for each item.	
Unloaded Guns	No	No	May be subject to individual Train Company dispensation
Loaded Guns	No		

Item	Permitted	Charge	Conditions
Musical instruments	Yes, in passenger accommodation if the dimensions do not exceed 100 x 100 x 100 cm and the weight does not exceed 50kg. Yes, in a luggage van, if one is available, subject to the dimensions not exceeding 150 x 150 x 100 cm and the weight not exceeding 75 kg.	No charge if the item forms part of, and conforms with, the free allowance for Luggage and Articles conveyed in passenger accommodation (see clause 2 in this Appendix), otherwise a fee not exceeding half the adult fare for your journey will be charged for each item.	
Motorcycles, mopeds & motor scooters	No		
Furniture	No		
Dangerous goods – inflammable liquids, explosives	No		

## Cycles

Item	Permitted	Charge	Conditions
Bicycles, Tricycles, Tandems and Cycle Trailers	Subject to individual Train Company charges and restrictions.		

## Animals

Item	Permitted	Charge	Conditions
Dogs on leads	Yes	No	Up to two animals free of charge per ticket holder (see clause 13 in this Appendix)
Animals in enclosed baskets or in pet carriers with a maximum dimension of 85 x 60 x 60 cm.	Yes	No	Up to two animals free of charge per ticket holder (see clause 13 in this Appendix)

Additional animals.	Yes	A fee not exceeding half the adult fare for your journey will be charged for each animal.	
Livestock	No		

## APPENDIX C LIST OF TRAIN COMPANIES AT JUNE 2006

Arriva Trains Wales/Trenau Arriva Cymru Limited  
 c2c Rail Limited  
 Central Trains Limited  
 CrossCountry Trains Limited<sup>1</sup>  
 First Capital Connect Limited  
 First Greater Western Limited<sup>2</sup>  
 First ScotRail Limited  
 First/Keolis TransPennine Limited<sup>3</sup>  
 Gatwick Express Limited  
 Great North Eastern Railway Limited  
 Hull Trains Company Limited  
 Island Line Limited  
 London & South Eastern Railway Limited<sup>4</sup>  
 London Eastern Railway Limited<sup>5</sup>  
 Merseyrail Electrics 2002 Limited  
 Midland Main Line Limited  
 New Southern Railway Limited<sup>6</sup>  
 Northern Rail Limited  
 Silverlink Train Services Limited  
 South West Trains Limited  
 The Chiltern Railway Company Limited  
 West Coast Trains Limited<sup>1</sup>

<sup>1</sup>trading as *Virgin Trains*

<sup>2</sup>trading as *First Great Western*

<sup>3</sup>trading as *TransPennine Express*

<sup>4</sup>trading as *Southeastern*

<sup>5</sup>trading as *One Railway (Anglia, Great Eastern, Stansted Express and West Anglia)*

<sup>6</sup>trading as *Southern*

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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# Information Point

