

National Conditions of Carriage

INTRODUCTION

When you buy a ticket to travel on the railway network you enter into an agreement with the Train Companies. 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 National Rail Conditions of Carriage are also part of that agreement and they apply to all domestic (non-international) journeys by scheduled passenger train services of the Train Companies on the railway network of Great Britain.

These National Rail Conditions of Carriage set out your rights and any restrictions of those rights. The Train Companies may give you more extensive rights than those set out here; they may not give you less unless, in the case of some types of reduced and discounted fare tickets, a Condition specifically allows for this. The National Rail Conditions of Carriage therefore set out the minimum level of service you are entitled to expect.

A Train Company's ticket office 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.

NATIONAL RAIL CONDITIONS OF CARRIAGE

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SECTION 1 - CONDITIONS OF CARRIAGE RELATING TO PASSENGERS

A. TICKETS

1. Your contract with the Train Companies

A ticket that has been issued to you is evidence of a contract between you and the person from whom you bought it (whether a Train Company, a travel agent or another authorised person) and each of the Train Companies whose trains you have the right to use. If the ticket entitles you to any goods or services from another person (including the right to travel on another person's transport services), it is also evidence of a contract between you and that person.

2. You may not transfer your ticket

A ticket may only be used by the person for whom it has been bought. It cannot be resold or passed on to anyone else.

3. Requirement to hold a ticket

You have the right to use a Train Company's trains if you hold a ticket or other authority to travel which is valid for those

trains for the journey you want to make.

4. Conditions on which tickets are issued.

Each ticket is issued subject to:-

- (a) these Conditions;
- (b) the applicable bye-laws;
- (c) the conditions relating to certain types of reduced and discounted fare tickets 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 your ticket enables you to use any of their goods or services.

You can get a copy of each Train Company's notices and other publications relevant to your journey from the office where you buy your ticket. If your 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 a ticket you want to buy, the person selling the ticket will make these clear to you at the time.

5. Train Company's responsibilities

A Train Company or their agent which issues a ticket that entitles you to use another Train Company's trains (or entitles you to any other goods or services from another person), does so as agent for that other Train Company or other person.

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 is not responsible for:-

- (a) another Train Company not running any trains;
- (b) another person not providing any other goods or services;
- (c) any losses that occur while you are travelling on the other

Train Company's trains;

(d) any losses that occur while you are using those other goods or services.

However, each Train Company will help you if you have a claim in respect of your journey, either by dealing with the matter itself or by passing it on to an appropriate person.

6. International journeys

Tickets issued for international journeys to or from the Continent or the Republic of Ireland are subject to the Conditions of Carriage (International Traffic) and the International Conditions of Carriage (CIV). You can inspect both these conditions at the places where you can buy such tickets. The National Rail Conditions of Carriage do not apply to such journeys.

7. If you travel without a valid ticket

If you travel on a train without a valid ticket, you will be liable to pay the full single or return fare for the journey you have made or want to make. However, you will not be entitled to any discounts or special terms which would otherwise apply.

However, this does not apply if:-

(a) you could not buy a ticket because there was no ticket office at the station where you started your journey (or, if there was, it was closed) and there was no machine to issue or validate a ticket (or, if there was, it was not in working order); or

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

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. 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'.

If you cannot buy an appropriate ticket for a journey you want to make because the range of tickets that is available at the station from which you want to start your journey is restricted, before you travel you must (if you can) buy a ticket or permit to travel that entitles you to make at least part of the journey.

Then, if you buy appropriate additional or replacement tickets as soon as is reasonably practicable, you will be entitled to complete your journey and the first paragraph of this Condition will not apply.

8. Penalty Fares

Penalty Fares are operated by Train Companies at some stations and on some trains. Where this is the case warning notices will be displayed at stations. If:-

(a) you travel on a train without a ticket or permit to travel; or

(b) you travel in a class of accommodation where your ticket does not allow you to do so; or

(c) you are present in a Compulsory Ticket Area without a valid ticket or permit to travel

you may be liable to pay a penalty fare and Condition 7 will not apply.

Each person who is charged a penalty fare is entitled to receive from the Train Company an up to date copy of the rules under which the penalty fares scheme is made.

9. Children

Up to two children under five years of age may accompany each fare-paying passenger free of charge, unless the Train Company you want to use specifies otherwise in their notices and other publications. 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 if a discount is not available in the notices and publications of the Train Company whose ticket you are buying.

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B. VALIDITY OF TICKETS

10. Trains which you can travel on

Some tickets are only valid for the trains of a particular Train Company or Train Companies. This is shown clearly on the

tickets. If you have bought such a ticket you may not use it on any other Train Company's trains. If you do, Condition 7 or 8 (whichever is relevant) will apply. However, you can claim a refund under Condition 25 or Condition 35 if you do not use the original ticket, or any part of it.

11. The period during which you can use a ticket

The period during which a ticket is valid is printed on the ticket or stated in the notices and other publications of the relevant Train Companies. If you travel with a ticket after its expiry date, you may be treated as having joined a train without a ticket and Condition 7 or 8 (whichever is relevant) will apply.

If the validity of your ticket expires during a journey (for instance your train does not reach its destination until after midnight), its validity will be extended to allow you to complete your journey. However, you will not be allowed to break your journey during this extension unless your train is extensively delayed.

12. The times you can travel and the trains you can use

Reduced and discounted fare tickets (including those bought with a Railcard) are usually subject to restrictions such as the dates, days, and times when you can use them, and the trains on 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 you travel on a train with a ticket which is not valid on that train because of such a published restriction, you will have to pay the difference between the price of that ticket and the price of the cheapest ticket available for immediate travel that would have entitled you to travel on that train for the journey shown on your ticket. However, with some types of discounted ticket, you will have to pay more than this. If so, this will be stated in the notices and other publications of the relevant Train Companies.

13. The route you can take

Depending on any restrictions stated on your ticket, you have the right to travel on a Through Train or by other trains on any of the following routes:-

- (a) any route within zones stated on your ticket;
- (b) wherever your ticket entitles you to travel otherwise than in

a specified zone or zones, on:-

(i) the route taking the shortest distance that can be travelled on regular scheduled passenger services between the stations stated on your ticket; and

(ii) any other route your ticket entitles you to take (see the National Routeing Guide available at staffed sales points for details).

Together (a) and (b)(i) and (ii) are the 'permitted routes' for the journey.

If you make your journey by any other route, except when travelling by a Through Train, you will be liable to pay the difference between the price of your ticket and the price of the cheapest ticket(s) available for immediate travel that would have entitled you to travel by that route.

For the purposes of this Condition, a Through Train is one which may be used by a passenger to make his/her entire journey.

14. Photocards

Certain types of tickets are only valid with a photocard. You can get details of the conditions that apply to photocards and the tickets that need them from the offices of the Train Companies which issue them.

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C. USE OF TICKETS

15. Breaking or ending a journey at intermediate stations

You have the right to break and resume a journey covered by your ticket (in either direction in the case of a return ticket) at any intermediate station, as long as your ticket is valid for the trains you want to use. You may also end your journey before the destination shown on your ticket at any such intermediate station. However, these rights may not apply to certain tickets. If so, the relevant Train Companies will state this in their notices and other publications.

If you break or resume your journey when you are not entitled to do so, you will be liable to pay the difference between the price of your ticket and the price of the cheapest ticket(s) available for immediate travel that would have entitled you to

break or resume your journey on the service(s) you have used.

If you end your journey at an intermediate station when you are not entitled to do so, you will have to pay the difference between the price of your ticket and the price of the cheapest ticket available for immediate travel that would have entitled you to end your journey at that station on the service you have used.

Please note that a ticket which entitles you to travel on the London Underground does not entitle you to break and resume your journey at any of its stations unless it is a season ticket or a Travelcard.

16. If you travel further than your ticket allows

If you travel to a station or zone beyond the one specified on your ticket, you will be treated as having joined the train without a valid ticket for that additional part of your journey and Condition 7 or 8 (whichever is relevant) will apply to it as if it were a separate journey.

17. A combination of tickets

You may use two or more tickets to travel on one train journey as long as together they cover the entire journey and one of the following applies:-

(a) they are zonal tickets;

(b) the train you are on 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, and the other ticket(s) is/are not. You must comply with any restriction of use to a particular Train Company's trains shown on the tickets (see Condition 10).

If you do not comply with these conditions you will be treated as having joined the train without a valid ticket and Condition 7 or 8 (whichever is relevant) will apply either to the journey, or from the last station where the train called at which your tickets were valid to travel on the same train.

18. Withdrawal of tickets

If you fail in a material respect to comply with any condition that governs the use of a ticket, the staff or agents of any Train Company may withdraw the ticket. If they do, they will confirm this to you in writing.

D. YOUR RESPONSIBILITIES

19. Please check tickets and change at the time they are issued

When you buy a ticket, you should make sure that it is valid for the journey you want to make and that you have received the correct change. If possible, you should tell staff about any apparent errors at that time. If you do not, the Train Company or travel agent which sold you the ticket will only consider claims about any errors if you can show to its reasonable satisfaction that an error was made. No other Train Company, including those whose trains the ticket entitles you to use, will consider such a claim.

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

You are responsible for making sure that you join the correct train (and the correct part of it) and that you get off at the right station. The Train Companies will only be responsible for any loss or delay that is caused if you do not do so if this is due to the negligence of one of the Train Companies or a Rail Service Company or any of their staff or agents.

21. Inspection of tickets

You must show and, when required, hand over for inspection, a valid ticket and any accompanying photocard or Railcard at the request of the staff of a Train Company or its agent. If you do not, you will be treated as having joined a train without a valid ticket and Condition 7 or 8 (whichever is relevant) will apply.

22. If your ticket is spoiled or altered

If your ticket has become spoiled 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 issue a replacement ticket unless it is reasonable for them not to do so. You may have to pay a reasonable administrative charge for this.

23. Lost or mislaid tickets

A ticket is your evidence of your right to make a rail journey and its safekeeping is your responsibility. Lost or mislaid tickets will not be replaced nor will refunds be made in respect of them. However, Train Companies may, at their discretion, replace certain season tickets in the circumstances described in Condition 34.

24. When you have to change trains

If it is necessary to change trains, unless you have made arrangements with one of the Train Companies beforehand, then you will be responsible for your transfer at a station or between stations, and for the transfer of your luggage.

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E. YOUR REFUND RIGHTS

25. Refunds on tickets not used

If you decide not to use a ticket (other than a season ticket - see Condition 35) to make all or part of your intended journey the following will apply:-

(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 your unused ticket to any ticket office, the Train Company responsible for the ticket office, if it is in a position to do so, will give you an immediate full refund;

(b) if paragraph (a) does not apply and your 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 not later than 28 days after the ticket's expiry date, you will receive a refund (subject to the notes below); or

(c) if paragraph (a) does not apply and your 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 (see notes below).

Please note:

(i) the amount of the refund will normally reflect any use you have made of your ticket and in some circumstances no refund will be payable.

(ii) in the case of a refund made under (b) or (c) above, you may have to pay a reasonable administrative charge.

(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 e.g. those with an advance purchase requirement. These are set out in the notices and other publications of the relevant Train Companies.

26. Method of refund

If your ticket was paid for with a credit card or a charge card, any refund will be made by the issue of a credit voucher. If the ticket was paid for with a warrant, the relevant warrant account will be credited. If your ticket was paid for with cash and Condition 25(a) does not apply, or was paid for by cheque, the refund will be made in cash or by cheque at the discretion of the Train Company or travel agent which makes it. If your ticket was paid for, wholly or in part, with vouchers entitling you to rail travel, any refund may comprise, at the sole discretion of the Train Company or travel agent which makes it, vouchers of equivalent value to those used for payment or cash. If you have the right to an immediate refund under paragraph (a) of Condition 25, any refund will be made in cash.

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F. ADDITIONAL CONDITIONS APPLYING ONLY TO SEASON TICKETS

27. Application

Conditions 28 to 36 apply to season tickets. If there is any conflict or inconsistency between them and any other Conditions, Conditions 28 to 36 will apply.

28. Validity of season tickets

A season ticket gives you the right to travel between the stations or within the zones stated on it for the period shown up to and including the expiry date shown on it. This includes the right to break and resume your journey, as described in Condition 15. If you use the season ticket to travel to another station, or within another zone, you will be treated as having joined the train without a valid ticket for that extra part of your journey and Condition 7 or 8 (whichever is relevant) will apply.

The routes you are entitled to take with a season ticket are explained in Condition 13.

29. Surrender of season tickets

A season ticket does not become your property and, after it expires, must be handed in on demand to the Train Company which issued it.

30. Renewal of season tickets

A Train Company may, at its discretion, refuse to issue or renew a season ticket if it is reasonable for it to do so.

G. USE OF PHOTOCARDS WITH SEASON TICKETS

31. Photocards

If a photocard is required to buy a season ticket, that season ticket is not valid unless it can be presented with a photocard bearing a true likeness of the person for whom the season ticket was issued. The season ticket must show the photocard serial number. If you are unable to present a photocard with your season ticket at the request of staff or agents of a Train Company, but are able to do so later, that Train Company may, at its discretion, refund any excess fare or penalty fare paid (less a reasonable administrative charge). However, the Train Company will not refund more than two claims in any 12 month period.

32. Loss or change of photocards

If you lose your photocard or it no longer bears a true likeness of you, then a new photocard is required before you can use a season ticket. In these circumstances the Train Company which sold you the season ticket will issue a replacement season ticket showing your new photocard serial number. You may have to pay a reasonable administrative charge for this.

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H. DAMAGED AND LOST SEASON TICKETS

33. If your ticket is damaged

If your ticket is damaged, or can no longer be read easily, or no longer works automatic ticket gates, it will be replaced at the office from which it was issued provided the Train

Company which sold it can confirm the ticket is still valid. You will not have to pay an administrative charge.

34. If you have lost your season ticket

If you lose your season ticket, the Train Company which sold it may, at its discretion, replace it with a duplicate season ticket provided that:-

- (a) you inform staff at the office from which it was bought as soon as you reasonably can and you give any explanation of the loss that is reasonably required;
- (b) you agree to return the lost season ticket immediately, 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 for the issue of the duplicate season ticket.

Only one duplicate will normally be allowed in respect of any lost season ticket. However, a second duplicate will usually be allowed if:-

- (i) the original season ticket is returned to the Train Company which sold it within one month of it having been notified of the loss; or
- (ii) the first or second request for a duplicate arose as a result of theft, robbery, fire, or other exceptional circumstances the facts of which have been reported to the police, the fire service or another appropriate organisation.

Train Companies will not issue more than two duplicate season tickets in any 12 month period in any circumstances.

I . SEASON TICKET REFUNDS

35. Season ticket refund

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, there must be at least seven days' validity remaining (in the case of a season ticket valid for a month or more when issued) or at least three days' validity remaining (in the case of any other

season ticket).

Refunds are calculated from the date the season ticket is returned. If, however, it was not possible to hand the ticket in earlier because of illness, a refund will be calculated from the date the 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 the 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 season tickets (if this applies) and any return tickets that were necessary to make one return journey a day up to the date the season ticket was handed in,

less a reasonable administrative charge.

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 season ticket. However applications for such refunds will be considered:-

(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) in circumstances such as the redundancy or prolonged illness of the holder provided supporting evidence satisfactory to the Train Company which is to make the refund is supplied.

36. Changing one season ticket for another

If you surrender a season ticket which, on issue, was valid for one month or more, when buying 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 surrender of the original ticket 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.

Although refunds are not usually made on duplicate tickets that have been issued to replace lost season tickets, applications for refunds under this Condition in respect of duplicate tickets will be considered.

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J. TRAIN ACCOMMODATION AND RESERVATIONS

37. Seats

Subject to any advertised restrictions you may join any train for which your ticket is valid. However, unless you have a seat reservation the Train Companies are unable to guarantee to provide you with a seat. Also, they do not guarantee that the accommodation shown on your ticket will always be available. However, the following will apply:-

(a) if you have a First Class ticket (or the equivalent) and no First Class accommodation (or the equivalent) is available, and you travel in Standard Class accommodation (where it is provided), you may claim a refund of the difference in fare;

(b) if you have a Standard Class ticket (other than a season ticket) and no Standard Class accommodation is available, with the prior permission of the ticket staff on that train you may travel in First Class accommodation (or the equivalent) without extra charge.

Please note that 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. You may be required to return to Standard Class accommodation during the course of the journey if such accommodation becomes available or if a person holding a First Class ticket requires the accommodation.

If you have a Standard Class ticket and you travel without permission in First Class accommodation (which includes occupying seats or standing in any part of the carriages), you will have to pay the difference between the price of your ticket and the price of the First Class ticket for the accommodation you have used.

38. Travelling in First Class accommodation with a Standard

Class season ticket

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 carriages) if:-

- (a) you have paid the difference between the full single fare for First Class accommodation and the full single fare for Standard Class accommodation before the journey starts;
- (b) you have paid any other applicable supplement specified in the notices and other publications of the Train Companies; or
- (c) you have received permission from on-train staff.

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 7 or 8 (whichever is relevant) will apply.

39. Refusal of access

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.

40. Reserving seats

Seats on many trains can be reserved in advance of travel. You may have to pay a fee for this.

41. Refund of reservation fees

If a seat reservation is not honoured, the Train Company on whose train you are travelling will refund any seat reservation fee you have paid. If you reserve a seat and have to stand for all or part of the journey, that Train Company will also compensate you for your inconvenience. However, this compensation will not exceed the price of the full single fare for the journey you have made.

If a sleeper reservation is not honoured, the relevant Train Company will refund the reservation fee. If it is unable to provide alternative sleeper accommodation, it will also compensate you for your inconvenience. However, this compensation will not exceed the price of the full single fare

for the 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 intended to use for the journey. You must, at the time you make your claim, present a ticket (or other authority to travel) which was valid for the journey.

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K. TRAIN SERVICE FAILURE

42. The Passenger's Charter

Where delays, cancellations or poor service arise for reasons within a Train Company's control, you are entitled to compensation in accordance with the arrangements set out in the latest edition of that Train Company's 'Passenger's Charter', which can be obtained from ticket offices.

43. Compensation for delays

If your journey is delayed by circumstances within the control of a Train Company or a Rail Service Company and as a result you arrive more than one hour late at your destination station, you will be entitled to compensation in the form of travel vouchers which may be exchanged or used in part payment for tickets for any rail journey on the services of the Train Companies. If your journey involves more than one train service, you must allow at least the connection time shown in the Great Britain National Rail Passenger Timetable or five minutes at any other station.

The value of the vouchers you will receive will be equal to 20 per cent of the amount you paid for your rail journey. If you were using a season ticket, it will be 20 per cent of the amount you paid for the ticket divided by the number of days for which your season ticket was valid when you bought it. This Condition does not apply to season tickets to which discount arrangements in a Train Company's Passenger's Charter applies. Also it does not apply if you are entitled to a refund in accordance with Condition 25.

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 intended to use for the

journey. You must, at the time you make your claim, present a ticket (or other authority to travel) which was valid for the journey.

44. 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 your 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 your destination, or provide overnight accommodation for you.

45. Circumstances that are within a Train Company's control

For the purposes of Conditions 42 to 44, circumstances that are within a Train Company's control include:-

(a) the acts or omissions of its staff or agents, but does not include any industrial action they take; and

(b) the acts or omissions of a Rail Service Company or its staff or agents, but does not include any industrial action they take.

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, riots or civil commotion; and

(g) fire or mechanical failure due to 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).

46. Exclusion of liability

Except as stated in Conditions 42 to 44, the Train Companies do not accept liability for any loss (including consequential loss) caused by the delay and/or cancellation of any train, by any missed connection or by the closure of the railway. However, in exceptional circumstances consideration may be given to additional claims on an ex gratia basis.

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SECTION 2 - CONDITIONS OF CARRIAGE RELATING TO LUGGAGE AND LOST PROPERTY

47. Accompanied luggage

A Train Company will accept accompanied luggage (and for the purposes of these Conditions the term 'luggage' shall include articles and animals) on its trains free of charge in accordance with the Accompanied Animals and Articles Conditions unless, in its opinion:-

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

A Train Company may refuse to accept luggage in these circumstances even if the luggage has been accepted before or is normally accepted. This Condition applies from the start of your journey and also if you need to change trains.

48. Large items of luggage

If accompanied luggage is not accepted under Condition 47, a Train Company may agree to carry it in a luggage van. You may have to pay a charge for this, but it will not be more than half the adult fare for the journey. If a Train Company is unable to honour a reservation for your luggage then that Train Company will refund your reservation fee. Luggage that is carried in a luggage van will not be released until proof of

ownership has been established. Certain items of luggage are not accepted on trains, even in a luggage van. Please see the Accompanied Animals and Articles Conditions.

49. Labelling of luggage

A Train Company may refuse to take charge of your luggage unless it is clearly labelled with your name and destination station.

50. A Train Company's liabilities for luggage

A Train Company will only be liable for any loss or damage to, or delay in the delivery of, luggage or its contents which have been brought on to its trains or premises if the loss, damage or delay was caused by the neglect or default of a Train Company or a Rail Service Company or their staff or agents. A Train Company's liability in respect of any item of luggage, will not exceed the value of that item or £1,000, whichever is the lower.

51. Your responsibilities

If you bring any luggage onto a Train Company's trains or premises, you will be responsible for any injury, damage or loss caused by it as a result of your failing to take reasonable care of it.

52. Special conditions applicable to certain items

Special conditions may apply to items which do not fit in the luggage space provided. You can get more information from the relevant Train Companies' ticket offices.

53. Liability for lost property

If you leave behind any property on a Train Company's premises or one of its trains, that Train Company will not be responsible for loss, damage or delay resulting from the loss of that article. However, the Train Companies will exercise reasonable care of any such items taken into their custody, but their liability for any such item for loss or damage whilst in their care will not exceed the value of any item or £1000, whichever is the lower.

54. Retrieval of property

A Train Company may restrict or refuse access to retrieve any property left on its premises or one of its trains if it is

reasonable to do so.

55. Lost property

Lost property found on a Train Company's premises or trains may not be regarded as belonging to the finder and must be handed over immediately to a Train Company's member of staff for safekeeping.

56. Examination and destruction of luggage

If luggage is left on a Train Company's trains or premises, it 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 destroy any luggage, or its contents, and any other property, which might in its opinion cause injury or inconvenience to persons or damage to property.

57. Charges for lost property

A Train Company may make a reasonable charge for the return of lost or unclaimed property to the owner depending upon:-

(a) the type of article; and

(b) the period during which the Train Company has held it before it is claimed.

58. Disposal of unclaimed property

Any property which has not been claimed by the owner within three months of being found will be regarded as having been abandoned. It may then be sold or otherwise disposed of and the proceeds of the sale retained by the Train Company which has custody of it. Articles of a perishable nature may be disposed of earlier.

59. Additional conditions for left luggage

Left luggage conditions are displayed at stations where this facility is offered.

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SECTION 3 - MISCELLANEOUS PROVISIONS

60. 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, or to extend or vary the scope of any Train Company's liability under these Conditions.

61. Carriage by road vehicles

Where relevant, these Conditions apply to the carriage of passengers and their property in road vehicles which a Train Company owns or which are operated by any other party on its behalf unless notice is given to show that different conditions apply. For these purposes, the term 'train' includes any road vehicle owned or operated by a Train Company or on its behalf.

62. Parking of motor vehicles and bicycles

Conditions for parking motor vehicles and bicycles are available at stations where this facility is offered.

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 in question or alternatively contact:

The Registrar
Miller Rail Claims
Room A201
Macmillan House
Paddington
London W2 1YJ

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

All other claims under these Conditions or a Passenger's Charter should be referred to a Train Company.

64. Governing law

These Conditions will be governed by English law, except where a ticket is purchased in Scotland for travel wholly in Scotland, in which case these Conditions will be governed by Scots law. Any person bringing an action under these

Conditions irrevocably submits to the jurisdiction of the English or Scottish Courts, whichever is relevant.

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APPENDIX - DEFINITIONS

In these Conditions:-

- (a) 'London Underground' means London Regional Transport and its subsidiaries and Docklands Light Railway Limited;
- (b) a Train Company's 'Passenger's Charter' means the document of that name published from time to time by that Train Company;
- (c) 'Rail Service Company' means Railtrack PLC, 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;
- (d) 'season ticket' includes season tickets, Travelcards, and multi-journey tickets, having a validity of more than one day;
- (e) 'Train Company' means a company which, pursuant to a franchise awarded by the Director of Passenger Rail Franchising, runs passenger trains on the rail network in Great Britain. 'Train Companies' means all or more than one of these Companies;
- (f) 'Break your journey' means leaving a Train Company's or Rail Service Company's premises 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) comply with directions of Train Company's staff.
- (g) 'Accompanied Animals and Articles Conditions' means the current version of these Conditions published from time to time;
- (h) 'Penalty Fare' means a penalty fare charged pursuant to a scheme made under the Penalty Fares Rules 1997. A Penalty Fare is £10.00 or twice the amount of the applicable full single

fare, whichever is the greater.

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