

# KENT & EAST SUSSEX RAILWAY



## CONDITIONS OF CARRIAGE RELATING TO PASSENGERS & LUGGAGE

### Section A. Tickets.

1. Ticket as a Contract. The issue of a ticket is evidence of a contract between the passenger and the Kent & East Sussex Railway Company. If a ticket gives entitlement to travel on services by another transport operator it is also evidence of a contract between the ticket holder and that operator.
2. Tickets Not Transferable. A ticket may only be used by the person for whom it has been issued. It must not be resold or passed to another person.
3. Requirement to Hold a Ticket. All persons travelling on trains operated by the Company must be in possession of a valid ticket or other authority to travel.

### Section B. Conditions of Issue.

4. Each ticket is issued subject to:
  - (a). These conditions.
  - (b). The Bye-Laws and Conditions set out in notices or other publications of the Company.
  - (c). The Conditions set out in notices or other publications of any other transport operator on whose services the ticket is valid.

Copies of Bye Laws, notices and other appropriate publications are available for inspection on request at the Ticket Offices of the Company.

5. Responsibility of Company. Having sold a ticket the Kent & East Sussex Railway Company is responsible for providing travel for the service it has agreed to provide. The Company may however reserve the right to provide conveyance by road in the event of an emergency or a failure of a locomotive or the running line

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

6. Class of Accommodation. Except as otherwise specified in the Company's publications and notices, or where indicated on the ticket itself, tickets are issued for Standard (or third) Class travel.
7. Travel Without Valid Ticket. Any person travelling without a valid ticket or other authority to travel will be liable to pay the full rate single or return fare for the journey made or for which there is an intention to make, and there will be no entitlement to any discounts or other special terms which might otherwise apply. However, this condition will not apply if:
  - (a). There was no ticket office at the station where a journey was commenced (or there was and it was closed).
  - (b). The Notices and other publications issued by the Company indicate that tickets may be purchased from the (Guard/Conductor/Ticket Inspector) on board the trains.

8. Children's and Senior Citizens Tickets. Except where otherwise specified in the Company's publications and notices, up to two children under three years of age may accompany each fare paying passenger free of charge **provided** such children do not occupy seats that are required for fare paying passengers. Children less than three years of age occupying such seats and children exceeding the number specified above will be charged the appropriate child's fare.  
Children of three years of age and under sixteen years of age are conveyed at Child fares.

### **Section C. Validity of Tickets.**

9. Periods of Validity.
- (a). Standard single, return or TravelCard tickets, except as detailed below, are valid only on the date shown on the ticket - this includes both outward and return journeys.
  - (b). The period of validity of other kinds of tickets is that printed on the ticket or as specified in the notices and publications of the Company.
  - (c). Tickets not used on the prescribed day or period of validity cease to be valid. Any passenger travelling with such a ticket will be liable to pay the full fare as if no payment had been made.
10. Reduced Fare Tickets. Certain types of reduced fare tickets may have restrictions on their use and are not valid on restricted days or during a restricted time period as specified in Notices and Publications of the Company.  
Passengers who travel on a train upon which their ticket is not valid will be liable to pay the difference between the price of the ticket held and the price of the cheapest ticket available for the journey concerned on the train upon which they are travelling.

### **Section D. Use of Tickets.**

11. Break of Journey. Unless otherwise indicated in any Company Notice or Publication or on the ticket itself, the holder of a ticket may, train service permitting, break their journey at intermediate stations and then resume their journey on a later train. In the case of a return or TravelCard ticket the break of journey may take place on either or both the outward or return journey, provided that the journey is completed within the period of validity of the ticket.
12. Travel Beyond Destination Station Indicated on the Ticket. A passenger using a ticket for any station beyond that for which it is available will be liable to pay the difference, if any, between the fare actually paid for such ticket and the appropriate single, return or round trip fare for the journey undertaken.
13. Travelling in First Class Accommodation with Standard Class Tickets. A passenger who makes a journey in either first class accommodation whilst being in possession of a standard (or third) class ticket, or in accommodation for which a supplementary fare is payable but which has not been paid, will be liable to pay the appropriate supplementary fare.

### **Section E. Responsibility of Passengers.**

14. Purchase of Tickets and Change. Passengers should examine their tickets and change before leaving the Ticket Office. The Company will not be responsible for mistakes to which attention is not drawn at the time of purchase.
15. Passengers to Board Correct Train. Passengers must ensure that they board the correct train or portion of a train and that they alight at the correct station.
16. Tickets to be Retained. Passengers must retain their ticket for inspection or collection when requested by an authorised member of the Company's staff. Any passenger who fails to produce a ticket will be treated as having boarded the train without a valid ticket and Condition 7 will therefore apply.

17. Defaced or Damaged Tickets. Any ticket which becomes defaced, illegible, or mutilated will cease to be valid.
18. Tickets Lost or Mislaid. Passengers are responsible for the safe keeping of their tickets. The Company will not replace a lost or mislaid ticket (or portion thereof) and they do not make refunds in respect of the value of such tickets.

#### **Section F. Refunds**

19. Refund on Unused Tickets. (Other than TravelCard Tickets or Event Tickets). If a passenger decides not to use a ticket or a portion of a ticket (other than a TravelCard Ticket) refunds in respect of the fare paid will be made as under.
  - (a). If the train upon which the passenger requires to travel is delayed or cancelled and the ticket is returned to the Ticket Office from which it was purchased as soon as reasonably possible then a full and immediate refund will be made for the ticket(s) or portions thereof.
  - (b). If the circumstances set out in (a) above do not apply and the ticket is returned to the Ticket Office from which it was purchased within 14 days after the expiry date shown on the ticket, then a refund will be made, but the Company may make a reasonable administrative charge. It should be noted that different refund conditions may apply to TravelCard Tickets and, if applicable, these are set out in the Notices or other publications of the Company.
20. Method of Refund. If a ticket was paid for with a credit or charge card, any refund will be made by the issue of a credit voucher. If a ticket was paid for in cash and there is a right to an immediate refund under paragraph (a) of Condition 20, the refund will be made in cash. Otherwise, any refund will be made either in cash or by cheque at the discretion of the Company.

#### **Section G. TravelCard Tickets.**

***TravelCard tickets are issued subject to the Conditions listed in Sections A to F above, and to the following conditions which, if inconsistent with the above, shall prevail.***

21. Validity of TravelCard Tickets. A TravelCard ticket is valid only up to and including the date of expiry shown upon it and between the stations indicated. Break of journey is permitted in accordance with Condition 12. Travel in First Class accommodation or accommodation for which a supplementary charge is payable, with a standard (or third) class ticket will involve additional payments in accordance with Conditions 13 and 14.
22. Lost TravelCard Tickets.
  - (a). In the event of a TravelCard Ticket becoming lost the Ticket Office where it was issued must be notified immediately.
  - (b). The Company reserves the right not to issue a replacement for a lost TravelCard Ticket, or to consider refunds for such tickets. Each case may however be considered in the light of individual circumstances surrounding the loss and in accordance with conditions which may be set out in any Notice or other publication issued by the Company
  - (c). Lost tickets which are subsequently found must be immediately returned to the Ticket Office where they were issued.
  - (d). Under no circumstance will the Company consider a replacement ticket or a refund in respect of a ticket issued by another transport operator.
23. Renewal of TravelCard Tickets. The Company may, at its discretion, refuse to issue or renew a TravelCard Ticket if it is reasonable for it to do so.
24. Defaced or Damaged TravelCard Tickets. Should a TravelCard Ticket become defaced, mutilated, illegible, torn or split it will not be valid. The holder of the ticket should return it to the Ticket Office where it was issued so that a replacement can be issued for which an administrative charge may be made. The Company will not issue replacements in respect of tickets issued by another transport operator.

The Company reserves the right not to replace any season ticket which has been altered in any way.

25. Travelling Whilst Not in Possession of a Valid TravelCard Ticket. If a TravelCard Ticket cannot be produced on request by a member of the Company's staff, the full fare for the journey must be paid.

#### **Section H. Major Event Tickets**

26. Tickets issued for special events will be issued subject to the Company's conditions and also to any special conditions as may be stated on the tickets or in the Company's notices and publications relating to such events.
27. Validity of Major Event Tickets. Event tickets for major events (e.g. Santa, Days Out With Thomas®,) are valid only for the day and time of journey stated on the ticket. A break of journey is not permitted.
28. Exchange and Refund of Major Event Tickets. Refunds for major event tickets are not permitted. In exceptional circumstances tickets will be exchanged for alternative dates, upon written request and at the General Manager's discretion. Tickets will only be exchanged subject to the Company being notified of the request prior to the departure time and it being able to re-sell the ticket
29. Lost Major Event Tickets
- (a). In the event of a Major Event Ticket becoming lost the Ticket Office where it was issued must be notified immediately.
  - (b). The Company reserves the right not to issue a replacement for a lost Major Event Ticket, or to consider refunds for such tickets. Each case may however be considered in the light of individual circumstances surrounding the loss and in accordance with conditions which may be set out in any Notice or other publication issued by the Company
  - (c). Lost tickets which are subsequently found must be immediately returned to the Ticket Office where they were issued.

#### **Section I. Accommodation on Trains.**

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

#### **Section I. Timetables and Train Services.**

- 31 (a). Whilst every effort will be made to maintain advertised train services, the Company's timetables are subject to alteration at any time, with or without notice.

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

Reasonable consideration will be given to applications for refund in accordance with Condition 20 where tickets are unused as a consequence of the circumstances described in (c.iii) above.

- 32. Refusal of Access. The Company or their staff may refuse access to stations, platforms or trains to any ticket holder who they believe is intoxicated or likely to act in a riotous, disorderly or offensive manner.
- 33. Closing of Ticket Offices. The Company may cease issuing tickets at such time before the stated time of departure of any trains as in the opinion of the Company is necessary to secure their punctual departure.

#### **Section J. Miscellaneous Provisions.**

- 34. Conditions of Issue of Platform Tickets:
  - (a). The Company may refuse to admit to station platforms persons not travelling by train. At certain stations, persons not travelling by train may be admitted to the platforms on presentation of a platform ticket. Such tickets are issued subject to the Byelaws of the Company, any conditions contained in the Company's publications and notices, and to the following special condition:
  - (b). Platform tickets are not transferable and are only valid during the period stated on the ticket. Tickets must be produced and delivered up when required. The Company may refuse to admit the holder of a platform ticket to any platform or require the holder to leave any platform or premises in any circumstances they may think fit, in which case they will refund the charge for such ticket, and the holder shall have no other claim whatsoever upon the Company in connection therewith. Persons holding platform tickets may not enter the Company's trains.
  - (c). Annual Gift Aid Platform Tickets are valid for 1 year from the date of issue, for admission to all platforms, but must be presented before admission to station platforms. They are not valid for admission on Major Event Days which for the avoidance of doubt include Santa Special Days, Days Out With Thomas™, and Railway Galas.
- 35. Reservations. The Company only undertake the reservation of seats and other accommodation on the condition that if, from any cause, such accommodation so reserved is not made available at the time of travelling to the passenger(s) for whom the reservation(s) was made, they shall refund any sum which may have been paid by the passenger(s) for such reservation(s) but shall not incur any further or other liability for their failure to provide the required accommodation. Seat reservations are maintained until ten minutes prior to the booked departure time whereupon the reservation will be deemed to have been waived and the seats released.
- 36. Carriage by Road Vehicles. Where relevant, these Conditions will apply to the carriage of passengers and their luggage in road vehicles owned by the Company or are operated by another party on its behalf. For these purposes the term "train" includes any road vehicle owned or operated by the Company or on its behalf.

37. Parking of Motor Vehicles and Bicycles. Conditions for the parking of motor vehicles and bicycles are available at stations where this facility is provided.
38. Breach of Conditions of Issue. In the event of a material breach of any condition subject to which a ticket is issued the ticket shall be forfeited and delivered up to any member of the Company's staff.
39. Authority of Company's Staff. The Company's staff or agents have no authority to waive or change these conditions, or to extend or vary the scope of the Company's liability under these conditions.
40. Smoking of tobacco products
- a) Smoking is not permitted in or on any rolling stock or locomotive, nor in any building or structure on the Company premises.
- b) On certain events including but not limited to 'A Day Out with Thomas'™ and 'Santa Specials' smoking is prohibited within public areas of the Company premises.
41. Dogs
- On certain events including but not limited to 'A Day Out with Thomas'™ and 'Santa Specials', dogs, with the exception of Guide (assistance) Dogs and Police Dogs in pursuance of Police duties, are not permitted on the Company premises.

### **Conditions relating to lost and unclaimed property**

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

### **DEFINITIONS**

In these conditions the following expressions have associated meaning:

"The Company" means the Kent & East Sussex Railway Company

"Luggage" means articles (Including bicycles, perambulators, push chairs and animals) which passengers may keep with them on the trains without inconvenience to other passengers or which can be readily accommodated in the guards or luggage van.

"Staff" shall be taken to include the Company's agents.

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

- a) Motor vehicles may be parked subject to accommodation being available.
- b) The Company does not undertake to provide secure or attended car park.

- c) The Company or its staff accept NO responsibility in respect of any loss or misdelivery of or damage to the motor vehicle, its contents or accessories however caused except in so far as damage to the motor vehicle, its contents or accessories is caused by neglect or default of the Company or its staff.
  - d) The Company or its staff accept no responsibility in respect of any injury to any driver, occupants or rider by whomsoever caused except in so far as such injury may be caused by the neglect or default of the Company or its staff.
    - e) Car Parking Tickets when issued are subject to the Company's byelaws, conditions and regulations contained in the Company's publications and notices. They carry no entitlement to any travel facilities.
  - f) Every person accepting these conditions accepts them on behalf of that person and on behalf of all other persons having a proprietary interest in the motor vehicle.
- 2 Conditions relating to Parking of Bicycles
- a) The Company does not undertake to provide a secure or attended bicycle park and the Company or its staff accept no responsibility for any loss, misdelivery or detention of or damage to any bicycle or any part of accessories thereof or property deposited therewith however caused except in so far as such damage is caused by the neglect or default of the or its staff.
  - b) The Company may place and keep the bicycle in a bicycle store or elsewhere upon their premises.

## **Conditions of Carriage relating to passenger's possessions, property luggage and animals etc.**

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

### **1 Weight Allowance**

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

### **2 Liability**

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

The Company shall NOT in any event be liable:

- i) for the loss of or from or for the damage or delay to any luggage caused by its being improperly or insufficiently packed or labelled or its comprising or containing any fragile or brittle article or any article liable to be broken and to damage any other article;
- ii) for the loss of or from or for the damage or delay to any luggage caused by the act, neglect or default of the passenger;
- iii) for loss of or from or for the damage or delay to luggage which is due to the failure of the passenger to comply with any of the Company's conditions;
- iv) for loss of or from or for the damage or delay to any luggage unless the same occurred on the Company's trains or premises and then only subject to the conditions applicable thereto;
- v) for indirect or consequential damage;

### **3 Damage caused by Luggage Accompanying Passengers**

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

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

- a) Passengers may take with them by train, bicycles, perambulators, push chairs, cats, dogs, or other small and inoffensive animals and birds and such articles as the Company may from time to time permit to be taken on payment of extra charges as applicable and providing the Company has suitable accommodation.
- b) Animals are not allowed upon passenger's seating accommodation
- c) Animals are not permitted in catering vehicles, dining cars and buffets. This condition will not apply to Guidedogs accompanying blind, partially sighted or those passengers with hearing difficulties.
- d) Greyhounds, military and Police dogs, except Police dogs in pursuance of Police duties, are not allowed in passenger accommodation.
- e) Luggage, including bicycles, perambulators, buggies, walking frames and animals are not permitted to be carried on Major Event Days (including Santa Specials and days Out With Thomas™).

### **5 Delivery by the Company**

- a) The transit of any luggage shall, unless otherwise previously determined, be at an end when it has, at the termination of the journey, been removed from the compartment or has been unloaded from the Company's luggage vehicles on to the platform and the passenger has claimed it or has had reasonable opportunity of claiming it.
- b) The Company will not undertake any responsibility either as carriers or as warehousemen in respect of any luggage after the termination of the transit as defined above.