



1. Definitions in these conditions:

a) the expression “the Company” means the Mid-Hants Railway Limited.

b) the expression “the Company’s servants” includes not only the Company’s Officers and employees but also any person authorised by the Company to perform services for the Company, whether or not the legal relationship of Master and Servant subsists between such person or persons and the Company.

c) the expression “the Railway” means the whole or any part of the railway of the Company.

d) the expression “the passenger” means any person on the railway, or premises, or any train of the Company, lawfully, or otherwise and whether in possession of a valid ticket for travel on the railway, or not.

e) the word “ticket” means any ticket issued by the Company for the purpose of travel in the company’s trains and shall where the context so requires mean a ticket valid for travel within the terms of these conditions.

f) where the context so requires or permits, the masculine gender shall include the feminine gender and the singular shall include the plural and vice versa.

2. Conditions

i) Tickets are issued by, or on behalf of the Company subject to the terms of these conditions.

ii) No ticket may be used by any person other than the person to whom or for whom it was issued.

iii) No ticket shall be valid for use on any day other than the day of issue, unless otherwise stated on such ticket.

iv) A ticket shall only be valid for travel between the stations stated thereon and if so stated thereon the particular train, or trains for which it is issued.

v) Any ticket, which shall become torn, defaced or otherwise mutilated shall cease to be valid.

vi) (a) A ticket remains at all times the property of the Company and shall be produced or surrendered by demand of any of the Company’s servants. Any passenger unable to produce a ticket when so demanded shall be liable if so required to pay the Company’s servants the appropriate fare for the journey undertaken.

(ba) A passenger who travels in a class of carriage superior to that for which the ticket held is available will be required on demand to pay the difference between the fare for the class of accommodation used and that for which the ticket held is available.

(bb) The provision of this sub clause (b) applies equally to passengers occupying seats or standing, including those in corridors.

vii) (a) The Company reserves the right to alter its timetables at any time without notice. (b) The Company does not guarantee that its trains will run in accordance with its published timetables, or at all. The Company shall be under no liability for any loss or damage to any passenger caused by the late running or cancellation of any train advertised in the Company’s timetables.

viii) The Company does not guarantee that there will be sufficient accommodation on any particular train or in carriages of a particular class for those passengers holding tickets and wishing to travel on such train and the Company reserves the right to refuse admission to any train for any reason that the Company or its servants shall think fit.



ix) The Company shall be under no obligation to issue tickets at any particular time or times and may cease issuing tickets prior to the departure of a train to ensure punctuality.

x) In the event that a passenger has bought a ticket in advance, whether online or otherwise for a train which the company is unable to operate the company shall:

a) Offer an alternative service of the same value or,

b) Provide a voucher to the value of the ticket purchased for the passenger to use at the railway within 12 months of issue or

c) Refund the value of the booking. Refunds will be processed within 30 days after the date of the service for which the refund is requested would have operated

xi) Refunds requested by passengers for tickets bought in advance will be processed within 30 days after the date of the service for which the refund is requested would have operated. Refunds are not available for tickets bought for use on the day of purchase.

a) The Company reserves the right to charge a cancellation fee to cover administration if a passenger requests a refund

b) A request for a refund must be made at least 7 days before the date of the booking being cancelled

i) Except for date specific events such as, for example: Footplate experiences and dining trains of any kind where the request for refund must be made at least 14 days in advance of the date of the event) Refunds shall be limited to the cost of the unused ticket

xii) No passenger shall board any of the Company's trains unless he has previously obtained a ticket valid for travel by that train.

xiii) It shall be the duty of passengers to examine their tickets at the time of booking the same and the Company shall be under no liability for any mistake or error therein unless attention is called thereto at such time. It shall be the duty of passengers to tender the exact fare for the tickets they require and the Company shall be under no obligation to give change.

xiv) The Company shall be under no liability to issue a ticket to any person requiring the issue of the same.

xv) The Company shall be under no liability to make any refund in respect of any lost or unused ticket, nor in respect of any fare charged by reason of the failure to produce a ticket on demand.

xvi) No passenger shall be entitled to bring any luggage onto any of the Company's trains other than such as is carried in the hand and causes no inconvenience to other passengers.

xvii) The Company shall only be liable for loss or damage to the property or luggage of any passenger if such passenger shall prove that such loss or damage was caused by the neglect or default of the Company's servants and liability for such loss or damage is not otherwise excluded by these conditions.

PROVIDED THAT

a) the maximum liability of the Company for any such loss or damage shall not exceed £25 per passenger and

b) if any of the Company's servants shall permit any passenger to take any luggage onto the Company's trains other than that permitted in condition xiv then the Company shall be under no liability for any loss or damage to such luggage howsoever the same may be caused.

xviii) The Company may admit to its premises any passenger not wishing to travel by train



by the issue to him on payment of the prescribed charge for the same of a Platform Ticket. A Platform Ticket is only issued on the terms set out in these Conditions and to the express Condition that the Company shall be under no liability for any injury (fatal or otherwise) suffered by any passenger holding a Platform Ticket, howsoever caused.

xix) The Company shall be under no liability for the loss or damage to any motor vehicle on or about the Company's premises nor to any personal property in or on such motor vehicle, howsoever caused.

xx) No passenger shall

a) board or leave or attempt to board or leave any of the Company's trains unless such train shall be stationary at a station platform.

b) open a door or lean out of a window of any of the Company's trains whilst such train is in motion.

c) go on to the Company's permanent way or any part of the Company's premises or railway to which access to passengers is shown by means of a notice, reasonably displayed so that its meaning is apparent, to be prohibited.

xxi) The Company shall be under no liability for any injury (fatal or otherwise) to any passenger, nor for any loss or damage to the property of any passenger if such injury or loss or damage shall occur while such passenger is engaged in any act prohibited by Condition xviii of these Conditions.

xxii) The Company in imposing these Conditions do so for themselves and for and on behalf of each and every one of their servants and agents and the acceptance of a ticket by a passenger shall be conclusive evidence of this agreement that in respect of any injury, loss, damage or delay suffered by the passenger for which the Company's liability is by these Conditions excluded or

restricted then such exclusion or restriction shall extend to any servants or agents of the Company by reason of whose neglect or default such injury, loss or damage or delay was caused.

xxiii) Any person who is in breach or has committed a breach of any of these Conditions shall leave the Company's premises immediately, or at the first possible opportunity on being required to do so by one of the Company's servants and his ticket (if any) shall be forfeit without any liability on the part of the Company to make any refund in respect of the same.

xxiii) Passenger shall comply with statutes, public health guidance, company rules and regulations, these conditions of carriage, and safety briefings or announcements whilst on Company property.

BY ORDER

S Baggott

General Manager

July 2020.