

## **Terms and Conditions for ticket purchase for the Ravenglass & Eskdale Railway Company Ltd – July 2021 Revision**

All persons travelling on the Ravenglass & Eskdale Railway (the “Railway”) and at all times whilst on or at our premises are subject to the following terms and conditions:

1. Our enquiry and booking service (the “Booking Service”) is offered as a service to you, the customer, by us, Ravenglass & Eskdale Railway Company Ltd (also referred to as “we”, and “our” or “Ravenglass & Eskdale Railway”), via our website at [www.ravenglass-railway.co.uk](http://www.ravenglass-railway.co.uk) (the “Website”).
2. These Terms and Conditions set out the terms of our contract with you in relation to the supply of any ticket that you purchase using the Booking Service. If you do not agree with these terms, you must not use the booking service.
3. You confirm that you are at least 18 years old and have authority to use the payment method or billing account details you provide for the purpose of settling any payments due from any purchase made through the Booking Service, or that you owe to us. You also confirm that all information supplied by you in using the Booking Service is accurate and that you will not make any speculative, false, or fraudulent reservation.
4. It is your responsibility to inform us of any changes of address, contact phone number or email address. Our preferred method of contacting you is by email; it is your responsibility to provide a valid email address. Please note the contact phone number should be the number that our staff can contact you by on the day of your visit.
5. Tickets must be purchased in advance through the booking service on the website. If you have not pre booked your ticket and purchase on the day, we advise passengers to scan in for NHS Track and Trace purposes. Please download the app in advance of your visit and scan the poster on arrival if you are not purchasing a ticket. Your data will be held for 21 days by the Company. Please visit NHS Test & Trace for terms and conditions of data storage <https://www.nhs.uk/conditions/coronavirus-covid-19/testing-and-tracing/>
6. Tickets are only valid on the date, time and seat allocation shown. It is your responsibility to ensure you have been issued with the correct tickets.
7. Tickets may be purchased up until 09:00 on the day of travel.
8. Tickets will be issued digitally, and you should have means of showing them during your visit if required.
9. Tickets are non-transferable and non-refundable. Except in the following circumstances – we are unable to operate the railway due to technical difficulties, extreme weather, or pandemic related restrictions including isolation of either ourselves or you the customer. Please note the ‘rules of 6’ we reserve the right to refuse travel if we feel your party is not exempt under current legislation.
10. You are required to arrive at your departure station (Ravenglass or Dalegarth) 15 minutes before your advertised departure. You are not required to check in at our booking offices. You must travel in your allocated seats. Please ensure you are dressed appropriately for the weather conditions.
11. We advise passengers to wear face masks in all inside and busy areas.
12. If you feel unwell or show symptoms related to COVID-19 please do not visit. You will be entitled to reschedule or refund your ticket.
13. We will use all reasonable endeavours to ensure that all services operate as planned. However, we reserve the right, where appropriate, whether for safety

reasons, or otherwise, and with or without prior notice, to substitute or cancel any service. If a scheduled service is moved or rescheduled, tickets can be exchanged on a like for like basis.

14. Holders of gift vouchers whether issued by us or third-party providers must be booked in advance by telephone to enable tickets to be issued for your journey. They cannot be exchanged for cash alternatives.
15. Special Event tickets whether purchased through our booking service or via a third party can only be used on the day, time and seat allocation stated. Special Event Tickets are non-refundable except when the event cannot take place.
16. Pullman and First-Class Tickets can be bought in advance and are only available on specific services. No dogs may travel in "Joan" the Pullman Observation carriage. Food and Drink is not permitted in "Joan" the Pullman Observation Carriage. If the Pullman or First-Class carriages are moved, rescheduled or unavailable tickets may be exchanged or refunded. Pullman and First-Class ticket holders will not be entitled to any refund or compensation if we allow other passengers to occupy Pullman and First Class seats due to an out of course event.
17. Group bookings are subject to a minimum of 10 persons. Please contact the office for further information.
18. Dogs are permitted on all timetabled services. They are required to have a ticket for travel. Dogs must be kept on a **short** lead and under control. Dogs are not permitted in the Pullman Carriage and Railway Museum (unless assistance dogs). Dogs may only use designated areas of the Turntable and Fellbites Cafes.
19. Bikes can be transported on the trains, but they must be pre booked. Please call us to book 01229 717171. We cannot accept walk up bikes.
20. We shall not be liable to any passenger for any loss or damage which arises out of or in connection with or because of the operation or cancellation of any service provided, including but not limited to damage to or loss of property or items belonging to the passenger and any personal injury subject to clause 17. Passengers should be aware that steam operated trains can emit hot soot and particles during operation.
21. We only supply the Booking Service for private use. You agree not to use the service for any commercial or business purpose, and we have no liability to you for any loss or profit, loss of business, business interruption, or loss of business opportunity.
22. Passengers must always keep personal belongings with them. We accept no responsibility for the theft of any property or personal item whilst travelling on our trains or on our premises.
23. Clauses in these Terms and Conditions do not exclude or limit in any way our liability for:- a) death or personal injury caused by our negligence; or b) fraud or fraudulent misrepresentation; or c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.
24. Unnecessary noise (such as that from the use of radio sets, personal stereos, including MP3 players and any other electrical equipment, or any behaviour likely to cause annoyance to other passengers, is not permitted on any service.
25. Children under the age of 14 must be accompanied by an adult and remain under the supervision of an adult at all times. Children should be seated away from carriage doors and openings where possible.
26. All passengers should keep all limbs inside the confines of the carriage. Leaning out or extending arms or legs outside the train during the journey is strictly forbidden and will result in removal from the train at the next available opportunity. Passengers on

board carriages with droplight windows must not lean out of the windows or over the carriage side during the journey.

27. Smoking (including e-cigarettes) is strictly prohibited on board the trains and on the platforms.
28. Passengers must only board and alight when the train is at a designated stop and when instructed by us.
29. Passengers must always remain seated during the journey, and we advise passengers to wear a face mask.
30. Whilst waiting for trains passengers should always remain on the platforms and only cross the railway tracks at designated crossing points at either end of the platforms.
31. Passengers are required to always maintain and observe social distancing measures from all other passengers who are not part of your group. Face masks must be worn on the premises.
32. We reserve the right, without refund and, where appropriate, to refuse entry onto or remove from the train or platform any person who, in our opinion a) is likely to affect the safety or enjoyment of other passengers by their conduct; or b) has used threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or c) is likely to endanger themselves, the train, the staff or any other passenger.
33. All passengers must comply with all relevant statutes, current COVID 19 legislation as laid out by Government law, safety announcements, instructions given by our staff and the regulations in force at the time whilst travelling on the railway.
34. Breach of any of these Terms and Conditions or any unacceptable behaviour likely to cause damage, nuisance or injury shall enable us to refuse to carry you as a passenger or will result in your removal from the train at the next available opportunity.
35. We will only use the personal information you provide us to provide the service or to inform you about similar services which we can provide unless you tell us you do not want to receive this information.
36. These Terms and Conditions are governed by and shall be construed in accordance with English Law, and any claim brought under these conditions shall be subject to the exclusive jurisdiction of English Law.
37. Third-party services. When you book a ticket and your preferred product or service is available, the contract for such third-party services (for example, travel company or hotel booking) will be between the relevant supplier and you. We are not a party to any such contractual relationship, and you should read the terms and conditions applicable to such third party services.