From 1 October 2016

National Rail Conditions of Travel

National Rail
Britain's train companies working together

NATIONAL RAIL CONDITIONS OF TRAVEL

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We have included a number of 'Information' panels to help you understand the meaning of certain Conditions. Please note that these panels are not intended to have contractual effect and do not form part of our contract with you.

These National Rail Conditions of Travel apply from 1 October 2016

This document replaces the National Rail Conditions of Carriage. Any reference to the National Rail Conditions of Carriage on websites, Tickets, publications etc. refers to the terms and conditions set out in this document. These Conditions apply in addition to your statutory rights.

A. A summary of these Conditions

The National Rail Conditions of Travel

1 The National Rail Conditions of Travel define the 'Agreement' that comes into effect between you and the Train Companies that provide scheduled rail services on the National Rail Network, when you purchase a rail Ticket.

This summary provides a quick overview of the key responsibilities of Train Companies and passengers contained in these Conditions.

It is important, however, that you read the relevant sections of the Conditions if you want a full understanding of the responsibilities of Train Companies and passengers.

2 The key responsibilities of Train Companies ('we') are:

- **Prior to departure and during your journey, we will make available information that will allow you to plan and successfully complete your journey on the National Rail Network. This will wherever possible be done in a way in which people with sight and/or hearing difficulties can understand.**
- **We will make available clear information about the range of Tickets, so that you can make a well-informed choice about the most appropriate and best value Ticket for your journey.**
- **We will provide a range of ways in which you can buy a Ticket before your journey and will ensure that you are treated fairly if you are unable to purchase a Ticket because advertised facilities are unavailable.**
- **If you have a disability, we will provide assistance, upon request (24 hours' notice recommended), to help ensure that you enjoy your journey on the National Rail Network at no additional cost.**
- **If things go wrong we will, in defined circumstances, refund your Ticket, pay you compensation, make sure you get home by another means of transport or provide you with overnight accommodation.**

The key responsibilities of passengers ('you') are:

- **You must purchase, where possible, a valid Ticket before you board a train service on the National Rail Network.**
- **You must look after your Ticket and present it for inspection when asked by a member of rail staff.**
- **You must use your Ticket in accordance with the specific terms and conditions associated with it.**
- **You must not engage in anti-social or criminal behaviour when using the National Rail Network.**

B. Introduction

1 When you buy a Ticket to travel on scheduled train services on the National Rail Network you enter into a legal Agreement with each of the Train Companies whose trains your Ticket allows you to use. These Conditions set out the rights and obligations of passengers and Train Companies within this Agreement.

Copies of these Conditions are available at www.nationalrail.co.uk, on the websites of all Train Companies and online Licenced Retailers and, upon request, from any staffed Ticket office.

A list of the Train Companies to which these Conditions apply can be found in Appendix A.

These Conditions apply to travel within Great Britain only and are 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.

2 For international rail journeys to or from continental Europe and Ireland, a different set of conditions apply. These are called the 'Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail' (commonly known as 'CIV'). Further information on CIV arrangements can be found at www.otif.org.

3 We have tried to make these Conditions as simple and easy to understand as possible. However, as they are a legally binding Agreement between Train Companies and passengers, we sometimes have to use legal expressions. We also sometimes make use of capital letters to denote 'defined terms' to make the Conditions easier to use. Appendix B provides a list of such defined terms and what they mean.

4 When you are present in or using stations, train services and other facilities on the National Rail Network, you are also subject to the Railway Byelaws. A copy of these can be found at www.gov.uk/government/publications/railway-byelaws or ask at a station Ticket office for details.

Please note that neither a Train Company's staff nor a Licenced Retailer's staff have the authority to waive or change these Conditions unless they are specifically allowed to within these Conditions.

C. Planning your journey and buying your Ticket

1. Planning your journey

1.1 We will help you plan your journey on the National Rail Network by making available information on train times, the range of Tickets available for you to purchase, the stations you might use and other relevant information such as refund and compensation arrangements.

1.2 We will also make available more specific information on related matters such as the additional assistance provided to passengers with a disability or taking your cycle or luggage on the train.

2. Buying your Ticket

2.1 We want you to make a well-informed choice when buying your Ticket, and to feel confident that you have purchased the most appropriate and best value Ticket for your journey.

2.2 The 'National Rail Guide to Tickets' provides information on the range of Tickets that can be purchased and is available from all staffed railway stations. The National Rail Enquiries website at www.nationalrail.co.uk provides comprehensive information on the range of Tickets available for your journey.

2.3 When purchasing your Ticket, we will make available information on specific restrictions that apply to your Ticket (for instance the train services on which you can use your Ticket or the route(s) you are entitled to use) and, where possible, any known changes to planned services.

2.4 Once you have bought your Ticket, you should check that you have the correct Ticket(s) for the journey you intend to make. If you think a mistake has been made by the Train Company or Licenced Retailer that sold you the Ticket, you should tell them as soon as possible.

3. Reserving seats

3.1 It is possible to reserve seats on many train services. Where this is the case it will generally be shown in the timetable information provided by National Rail Enquiries, Train Companies, Licenced Retailers and other information providers.

3.2 Some types of Ticket (for instance advance Tickets) require you to make a reservation when buying your Ticket. For other Tickets you can request a reservation either when buying a Ticket, or before the departure of your train on presentation of a valid Ticket, at most staffed stations. You are allowed a maximum of one seat reservation per person for each train that forms part of your journey.

INFORMATION: Seat reservations for reservable services are normally available up to two hours before the departure of a train (or up to the previous day for very early morning departures). Please check with the train operator if you require details of the latest booking times for a specific service.

3.3 Unless you have made a reservation please note that your Ticket does not automatically entitle you to a seat, and at busy times you may have to stand. You will not be entitled to any refund in these cases unless you hold a first class Ticket and no first class seats were available on a train service where the timetable indicated that first class seats would be provided. More information on the refund to which you are entitled in such circumstances can be found in section 31 of these Conditions.

4. Your Ticket

4.1 Your Ticket is evidence of your entitlement to travel on the National Rail Network, as allowed by the type of Ticket you have purchased. It is your responsibility to keep it safe and it should be looked after with care.

4.2 Some Tickets are held as an electronic record on a smartcard or electronic device, or may be transmitted to you for you to print out yourself. In such cases you will be advised of (and must comply with) the specific conditions applying to Tickets held in those formats.

4.3 You may only buy your Ticket from a Train Company or Licenced Retailer, otherwise it will not be valid.

4.4 Some Tickets entitle you to goods or services from another party (for instance the right to travel on bus services). Where this is the case your Ticket is also evidence of a contract between you and that other party, whose own conditions will apply when using their services.

4.5 If you lose or mislay a Ticket or it is stolen, it will only be replaced or (subject to the specific conditions associated with the Ticket) refunded provided that the original Ticket can be cancelled. In such cases you should apply to the Train Company or Licenced Retailer from where it was purchased.

4.6 Special conditions apply to Season Tickets and more information can be found in section G of these Conditions.

4.7 You should not tamper with a Ticket in any way. If you do so it will not be valid for travel.

4.8 If a Ticket is damaged and you return it to the Train Company or Licenced Retailer that sold it to you they will arrange a replacement Ticket to be issued to you unless there is reason to suspect that it 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.

5. Tickets are not transferable

5.1 A Ticket may only be used by the person who bought that Ticket or on whose behalf that Ticket was bought unless specifically allowed by the terms and conditions applying to that Ticket. A Ticket may not be resold to anyone else.

5.2 When a Ticket is purchased on behalf of an organisation, business or similar entity, it may be used by any person employed by that organisation, business or similar entity unless otherwise shown on the Ticket by means of a person's name, photocard number or other identifying means. In such cases it may only be used by the person identified on the Ticket.

6. You must have a valid Ticket to travel

6.1 We will ensure that you have a reasonable opportunity to purchase your Ticket before you travel.

6.2 Tickets can be purchased at staffed Ticket offices or through self-service Ticket machines at many stations, and can also be purchased from a range of Train Companies and other Licenced Retailers online and by telephone. You may also purchase a Ticket through use of a smartcard or registered payment card in areas where such schemes apply.

INFORMATION: 'Ticket' includes a validated contactless payment card where accepted. The 'Tickets' definition in Appendix B gives more information.

6.3 You must have in your possession a valid Ticket before you board a train unless one of the following circumstances applies:

(a) At the station where you start your journey, there is no means of purchasing a Ticket, either because there is no Ticket office open or self-service Ticket machine in working order

and, where notices indicate that you are in a Penalty Fares area

you purchase a Permit to Travel if there is a working Permit to Travel issuing machine at the station where you start your journey – see section 10 for more information about Penalty Fares; or

(b) Where you are specifically permitted to board a train service by an authorised member of staff or notice of the Train Company whose service you intend to board; or

(c) You have a disability and Ticket purchasing arrangements at the station you are departing from are not suitably accessible.

In these cases, you must, as soon as you are reasonably able, buy an appropriate Ticket to complete your journey. The price of the Ticket you purchase will be the same as if you had bought a Ticket at the station from which you first departed.

INFORMATION: This means that you should buy a ticket from the conductor on the train if there is one available; at an interchange station provided there is sufficient time before your connecting service; or, if neither of these is possible, at your destination.

6.4 Children under five years of age may travel free of charge without a Ticket providing that they are travelling with a passenger holding a valid Ticket or other authority to travel.

6.5 Children aged between 5 years and 15 years must have a valid Ticket for travel but are entitled to a "child" discount on most Tickets. If a discount is not available, it will be made clear to you when you buy your Ticket.

6.6 Special arrangements apply for accompanied children aged under 11 in the London pay as you go zonal fare area. For details please go to:

https://tfl.gov.uk/fares-and-payments/travel-for-under-18s/travelling-with-children

7. Personal identification

Some types of Tickets are only valid with a specific form of personal identification. Where this applies it will be made clear when buying your Ticket, and in these cases you must ensure that you have the identification with you when you travel.

INFORMATION: This applies, for example, for some types of self-print ticket which are only valid when carried with the appropriate ID stated at the time of booking.

8. Railcards

8.1 If you use a Railcard to purchase a discounted Ticket, you must carry the Railcard (and have it available for inspection) when you travel. The Railcard must be within its period of validity when you travel (in other words it should not have expired).

8.2 The Railcard may have additional restrictions which will apply to any Tickets you buy when using it.

8.3 If you have a Railcard, you must ensure that the information on it can be read by rail staff. On occasions this printed information will fade over time. If your Railcard starts to become illegible for this reason, we will replace it without charge. This can be done at any station with a Ticket office or through the Licenced Retailer from which it was purchased.

8.4 When you buy a national Railcard the full terms and conditions will be provided. They are also available from www.railcard.co.uk, and on request from all staffed Ticket offices.

9. Travelling without a valid Ticket

9.1 Travelling without a valid Ticket (which includes, where relevant, any supporting documentation such as a Railcard), or being unable to present them when asked is a serious matter.

If you believe that there are reasonable circumstances that led to you travelling without a valid Ticket or being able to present one, then you should explain these to the member of Train Company staff who has asked to inspect your Ticket.

9.2 If you are unable to present a valid Ticket when asked, we are permitted, in law, to take one of the following measures:

a) To charge you a Penalty Fare on certain trains and stations (see section 10 below); or

b) To charge you the full undiscounted anytime single fare to a station directly served by the train that you are on. You will not be entitled to any discounts or special terms, or for a Ticket to a station other than one served by the train that you are on; or

c) To report you for prosecution.

If you are unable to present a valid Ticket or to pay a fare (including a part payment of a Penalty Fare to the value of the Ticket required) when requested, you will be required to provide your name and address so that the matter can be followed up.

9.3 It is an offence under the Railway Byelaws to fail to provide your name and address when requested.

9.4 Notwithstanding Condition 9.2 (b) above, if you are using an advance Ticket and you miss your booked train because a previous connecting train service was delayed, you will be able to travel on the next train service provided by the Train Company with whom you were booked without penalty.

If you have an 'off-peak' or 'super off-peak' Ticket, correctly dated but invalid for the service on which you are travelling; you are using a route for which your Ticket is not valid; or you break your journey when you are not permitted to do so, you will be charged the difference between the fare that you have paid and the lowest price Ticket that is valid for the train you are using.

INFORMATION: All Train Companies adhere to a Code of Practice which sets out the procedures we will follow when dealing with ticketing irregularities. A copy can be found at: www.nationalrail.co.uk/tickets.

10. Penalty Fares

10.1 Some Train Companies operate a Penalty Fares scheme. All such schemes operate on the same basis, and are approved by the Department for Transport. More information on Penalty Fare schemes and a list of the Train Companies operating such schemes can be found at www.nationalrail.co.uk/tickets.

10.2 Train Companies are required to ensure that warning notices are clearly displayed on trains and stations where such schemes operate. Within the areas where such schemes operate, you may be charged a Penalty Fare if:

(a) You travel on a train service without a Ticket or Permit to Travel;

(b) You travel in first class accommodation with a standard class Ticket;

(c) You travel on a train service at a time when your Ticket is not valid;

(d) You travel with a Train Company for which your Ticket is not valid;

(e) You do not have the necessary supporting document(s), where required (for example a valid Railcard or photocard).

D. Using your Ticket

11. Introduction

The following sections 12 – 16 set out the general conditions or restrictions that may apply depending on the type of Ticket that you have purchased.

12. General conditions

12.1 You must use your Ticket on or within the date(s) that it is valid. Most Tickets for shorter journeys are valid for one day only; for longer journeys they may be valid for a longer period of time. The date(s) of validity will be made clear when you buy your Ticket and will also be printed on your Ticket. More information can also be found in section 16 of these Conditions.

12.2 If, as a result of a delay to your train, your Ticket expires during your journey, you will still be allowed to complete that journey without penalty.

12.3 A return Ticket must be used in the correct sequence (you must use the outward portion of your return Ticket before you use the return portion). The outward portion of a return Ticket is no longer valid for travel once the return portion has been used.

13. The Train Company or Companies you may travel with and the routes you can use

13.1 Some Tickets, particularly advance Tickets, require you to travel on a specific train service or services, or the services of a particular Train Company or Companies. We will make these conditions clear to you when you purchase your Ticket.

13.2 For all other Tickets, you are allowed to make your journey on the services of any Train Company covering the journey you are making on the date(s) and by the route(s) on which your Ticket is valid.

13.3 Your Ticket may show that it is valid only on certain train services, such as those of a particular Train Company, or on trains travelling via a certain route or routes. If no specific route or Train Company is shown, then (subject to any time restrictions for the type of fare you have purchased) it will be valid on:

a) any direct train service between the station(s) shown on your Ticket;

b) by any services (including any change of trains) over the shortest route which can be used by scheduled passenger services between the stations shown on your Ticket;

c) any other routes as shown in the 'National Routeing Guide'.

INFORMATION: Restrictions may be applied to services departing or arriving at certain times; to the services of one or more specified Train Companies; or to groups of train services indicated by a particular brand name or identity.

Details will be shown with your ticket and may be supplemented by announcements.

The easiest way to check for valid routes is to use the journey planner at www.nationalrail.co.uk. You can also check the National Routeing Guide which is available at data.atoc.org/routeing-guide, or ask the Ticket seller when you buy your Ticket.

INFORMATION: The National Rail Journey Planner lets you select any specific journey, and allows you to include specific locations you wish to travel through. It will display valid tickets for your chosen journey alongside the train times.

13.4 If you make a journey by a route that is not valid you will be liable to pay an excess fare. The price for this will be the difference between the amount paid for the Ticket you hold and the lowest price Ticket available for immediate travel that would have entitled you to travel by that route.

13.5 If you are using a Zonal Ticket, which allows travel within a defined geographic area, you may travel on trains which take any route within the zone or zones shown on the Ticket.

13.6 If you travel beyond the destination shown on the Ticket, you will be treated as having joined the train without a valid Ticket for the additional part of your journey. Section 9 of these Conditions sets out what may happen if you travel without a valid Ticket.

14. Using a combination of Tickets

14.1 Unless shown below, you may use a combination of two or more Tickets to make a journey provided that the train services you use call at the station(s) where you change from one Ticket to another.

14.2 If you are using a Season Ticket, daily Zonal Ticket, or another area based Ticket such as a concessionary pass, ranger or rover in conjunction with another Ticket and the last station at which one Ticket is valid and the first station that the other Ticket is valid are the same, then the train **does not need to call** at that station for your combination to be valid.

14.3 Some Tickets specifically exclude their use in conjunction with other Tickets. This will be made clear in the terms and conditions when buying such Tickets, and you cannot use such a Ticket in conjunction with another except as set out in 14.1 above.

14.4 In all cases you must comply with the specific terms and conditions of each of the Tickets you are using (for example, keeping to the valid route(s) and train services for which each Ticket is valid). **It is your responsibility to check that you comply with the Conditions listed above**.

15. Using first class accommodation

15.1 Some train services include first class accommodation. Where first class accommodation is available, the relevant seats and area(s) of the train will be clearly marked.

15.2 Unless Train Company staff, or notices on the train give you specific permission, you cannot travel in first class accommodation with a standard class Ticket. This applies even if there are no vacant seats in standard class.

15.3 A standard class Ticket can in most cases be upgraded to first class. Where this is the case you should pay the additional fare due before you board the train. The amount you pay will be the difference between the fare you have already paid and the appropriate first class fare for the journey you wish to make.

15.4 Some Train companies allow you to upgrade on train on payment of a supplement. Where this is the case it will be made clear by announcements or notices.

15.5 If you travel in first class accommodation without a valid first class Ticket or permission from staff to occupy that accommodation, the Conditions set out in section 9 will apply.

15.6 If you are given permission to sit in a first class seat when holding a standard class Ticket, it is on the basis that you may be later required to give up your seat to a passenger holding a valid first class Ticket.

If you hold a first class Ticket and the first class accommodation on your train service has been declassified or you are unable to sit in it because it is full, you will be entitled to a refund as set out in section 31.

16. General conditions applying to Tickets

16.1 The Conditions in this section apply to ordinary train Tickets, but may vary for individual products, especially discount and promotional Tickets. The conditions and any exclusions applying to these will be explained when you buy those Tickets.

16.2 Most Tickets allow you to break your journey. This means that you do not have to make the whole of your journey at the same time or, where allowed, on the same day.

16.3 Where a break of journey is allowed, there is no limit to the number of times that you can do so within a Ticket's period of validity, until the journey is completed.

16.4 Generally, 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. However, this may not be the case with some through services that take an indirect route. You may also end your journey (in either direction in the case of a return Ticket) before the destination shown on the Ticket.

INFORMATION: For example, where a train service makes a circular journey, you may travel either way to the destination on your ticket. However, you would not normally be allowed to get off at an intermediate station where the fare would have been higher.

16.5 If you start, break or resume your journey at an intermediate station where you are not entitled to do so, you will be liable to pay an excess fare. The price for this will be the difference between the amount paid for the Ticket you hold and the lowest price Ticket available for immediate travel that would have entitled you to start, break or resume your journey at the station concerned.

16.6 Tickets valid for travel across London using Transport for London services do not entitle you to break your journey on London Underground and/or the Docklands Light Railway, unless your Ticket is a Season Ticket or a travelcard covering the Zones in which you are travelling.

E. Making your Train Journey

17. Introduction

This section sets out the specific Conditions that apply when making your journey.

18. Inspection of Tickets

18.1 You must show and, if asked to do so by the staff of a Train Company, hand over for inspection your Ticket and any Railcard, photocard or other form of personal identification which your Ticket requires.

18.2 If for any reason your Ticket is invalid, Train Company staff may withdraw it unless it is held on an electronic device or payment card. Where your Ticket is withdrawn you will be given a receipt.

19. Showing consideration for other passengers

19.1 You should show consideration for other passengers, so that everyone is able to have an enjoyable travel experience on the National Rail Network. Anti-social and criminal behaviour, in particular, affects other passengers and can prevent them from enjoying their journey.

19.2 This behaviour is covered by the Railway Byelaws, which apply to anyone on railway property, regardless of whether they have a Ticket or not.

20. Changing trains

If your journey requires a change of trains, you must allow sufficient time to make your connection when selecting the trains you wish to use. Train times shown at www.nationalrail.co.uk or on any journey plan provided by a Train Company or Licenced Retailer will allow sufficient time for making your change of trains. You can also ask for advice on this when purchasing your Ticket at a station.

21. Passengers with disabilities

21.1 We aim to make using the National Rail Network as accessible as possible for passengers with disabilities, and provide a range of services to help ensure that they have an enjoyable journey.

21.2 We will provide specific assistance for passengers with disabilities (and other passengers that may need extra help such as older people) upon request, at no additional cost. This will include, as required, arranging for staff to be available to deploy ramps that allow wheelchair users to board trains; or arranging for an accessible taxi to take passengers with disabilities to the most convenient accessible station appropriate to the journey being made.

21.3 We recommend that passengers requiring assistance contact the relevant Train Company up to 24 hours in advance. Further information on how to do this is available from each Train Company's website, from Train Company staff and from National Rail Enquiries, which also provides guidance on the kind of journeys where we recommend that assistance is booked.

21.4 Each Train Company publishes a 'Disabled People's Protection Policy', which sets out the way in which it will assist passengers with disabilities in using its services. These policies are published on each Train Company's website and are also available at www.nationalrail.co.uk, which provides a wide range of other information for passengers with disabilities planning to use the National Rail Network.

22. Taking your cycle on the train

22.1 Non-folding cycles are permitted on most train services, but restrictions may apply at particular times of day and/or days of the week. In some cases, a charge may be made and a reservation may be required.

22.2 Train Companies publish details of their cycle policies online. Details are also available at staffed Ticket offices, and we will tell you about these restrictions and any charges if you ask when buying your Ticket.

INFORMATION: More details about taking your cycle on the train can be found at
www.nationalrail.co.uk/stations_destinations/cyclists.aspx

22.3 If a 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 your cycle and you therefore decide not to travel you will be entitled to claim a refund under Condition 29 for your journey, without any administration charge.

You must make your claim within 28 days of the planned journey, including the Ticket and cycle reservation for the journey concerned.

22.4 Fully folding cycles may be treated as per luggage as shown in section 23 below.

23. Taking luggage and other articles with you on your journey

23.1 You may take up to three items of luggage into the passenger accommodation of a train unless:

(a) your luggage is such that it may cause injury, inconvenience or a nuisance or it may cause damage to property;

(b) there is not enough room for it;

(c) your luggage would obstruct doorways, gangways or corridors;

(d) the loading or unloading may cause delay to trains;

(e) your luggage is not carried or packaged in a suitable manner;

(f) your luggage is one of the prohibited items shown in the list shown in 23.4 below;

(g) a Train Company has set out any special conditions relating to the carrying of luggage on their own train services. In such cases these conditions will be made available when buying your Ticket in advance, and will be shown on the Train Company's website.

23.2 You will normally need to be able to manage your luggage without additional help; however, if you have a disability and require assistance, you can book this in advance of your journey. Please see section 21 for more information.

23.3 Articles may be conveyed in separate luggage accommodation, where this is available, on the train service. Articles conveyed in such accommodation must for security reasons be clearly labelled with your name, address and destination station. Train Company staff may not release items stored in separate luggage accommodation to you until you have proved ownership.

23.4 **Conditions relating to the carriage of specific items:**

Item	Conditions
Pushchairs/Carrycots.	Must be capable of folding
Wheelchairs and powered wheelchairs.	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 70cm and length of 120cm

Items only permitted at the discretion of individual Train Companies:

Item
Mobility scooters.
Canoes; surfboards; sailboards.
Skis and ski-boards; golf equipment; other sports equipment except where shown as not permitted below.
Musical Instruments exceeding these dimensions, 30 x 70 x 90 cm
Unloaded firearms, properly licenced, with prior permission of the Train Company and carried in accordance with the law and any other specific instructions

Items that are not permitted to be carried on passenger trains:

Item
Motorcycles; mopeds; motor scooters
Furniture exceeding these dimensions, 30 x 70 x 90 cm
Firearms (except as shown above)
Dangerous goods; inflammable liquids; explosives

24. Taking an animal with you on your journey

24.1 You may take up to two dogs or other small domestic animals free of charge with you unless a Train Company has set out any special conditions relating to their own train services. In such cases these conditions will be made available when buying your Ticket in advance, and will be shown on the Train Company's website.

24.2 Animals, with the exception of blind or deaf persons' assistance dogs, may not be taken into buffet or restaurant cars (including first class accommodation with at-seat meals service). Animals are not allowed on seats in any circumstances.

24.3 Animals other than dogs 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.

24.4 Dogs must be kept on a lead throughout your journey, including any part of station property; 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 staff.

24.5 Special conditions apply to the carriage of animals in sleeper cabins. If you are considering taking an animal on a service with a sleeper cabin, you will need to contact the Train Company for details of these before you make your booking.

24.6 Livestock and non-domestic animals cannot be carried in any circumstances.

25. Your responsibilities with regard to luggage, other accompanied articles and animals

You should take care of any item of luggage or article, animal or cycle that you take onto a train. You may be liable for any injury, damage, or loss if you do not take reasonable care. 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.

26. A Train Company's liabilities with regard to luggage, other accompanied articles and animals

A Train Company or Rail Service Provider 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 fault of a Train Company's or Rail Service Provider's staff. The maximum liability of a Train Company or Rail Service Provider with regard to such matters is £1,500 per passenger.

27. Rail replacement services

27.1 From time to time, it may be necessary to replace a train service with a bus or coach. In most cases this is planned in advance (due to engineering work to maintain or improve the rail network for instance), but sometimes such changes may be required at short notice (due to emergency engineering work caused by extreme weather or equipment failure for instance).

INFORMATION: Usually, such replacement bus and coach services will take longer than the scheduled time for the equivalent train service.

27.2 Wherever engineering work is planned in advance we will make you aware of any need to operate a rail replacement service. The Train Company or Licenced Retailer from whom you purchased your Ticket will include any extended or altered times in timetable information. This information will also be provided at www.nationalrail.co.uk so that you can make an informed decision about your travel plans. Where replacement services are operating, we may be unable to accept some types of luggage, articles, animals and cycles.

27.3 If the replacement is at short notice and you cannot complete your journey because we are unable to transport your luggage, articles, animals and/or cycles by road vehicle, and you therefore decided not to travel, you will be entitled to claim a refund under Condition 30 for your journey without any administration charge.

When you make your claim you should state the timetabled departure time of the train you intended to use for the journey and provide a Ticket which was valid for the journey.

27.4 In all other respects these Conditions apply to the use of rail replacement services.

28. What happens when things go wrong?

28.1 If disruption prevents you from completing the journey shown on your Ticket, any Train Company will, where it reasonably can, provide you with alternative means of travel to your destination, or if necessary provide overnight accommodation for you.

28.2 In other circumstances disruption to train services may mean that you are entitled to compensation or a refund on your Ticket. The next section explains your rights to refunds and compensation.

F. Your refund and compensation rights

29. Refunds on Tickets which have not been used

29.1 If you purchase a Ticket and then choose not to travel, you may apply for a refund from the original retailer or Train Company from whom it was purchased, unless the terms and conditions of your Ticket (advance Tickets for instance) indicate that it is non-refundable. You must do this no more than 28 days after the expiry of the Ticket.

29.2 In such cases, a deduction from your refund will be made in the case of part-used Tickets, calculated on the cost of the journey(s) actually made. An administration charge may also be made, which will not exceed £10 per Ticket; however, if the administrative charge and/or other deductions exceed the refund amount no refund will be payable.

29.3 Your refund application will be processed as soon as reasonably practicable and the refund paid within one month of receipt of your application.

29.4 The way in which your refund will be paid will depend on how your Ticket was originally paid for, as shown in the table below:

Method of payment	Method of refund
Cash	Cash, or cheque at the discretion of the retailer
Cheque (where accepted)	Cash, or cheque (which could include the return of your cheque) at the discretion of the retailer
Credit or debit card	Credit to the relevant card account.
Rail travel warrant	Credit to the relevant warrant account.
Rail travel voucher	Vouchers of equivalent value or cash at the discretion of the retailer

30. Your right to a refund if your train is disrupted and you choose not to travel

30.1 If the train you intended to use is cancelled, delayed, or your reservation will not be honoured, and you decide not to travel, you may return the unused Ticket to the original retailer or Train Company from whom it was purchased, where you will be given a full refund with no administration fee being charged.

This Condition applies to all Tickets, including Tickets (such as advance Tickets) that are otherwise non-refundable, and also applies if you have begun your journey but are unable to complete it due to delay or cancellations and return to your point of origin.

30.2 When applying for a refund under this Condition you will need to state the date, time and station where you would otherwise have started your journey from.

30.3 Your refund application will be processed without undue delay and any refund due will be paid within 14 days of your claim being agreed by the Train Company. Our target is to process all claims within one month of receipt.

30.4 Where you have bought the Ticket from a Ticket office immediately before you intended to travel, you should be able to get this refund straight away by the same means with which you paid, from the Ticket office where you bought your Ticket.

30.5 The way in which your refund will be paid will depend on how your Ticket was originally paid for, as shown in the table below:

Method of payment	Method of refund
Cash	Cash or, with your agreement, an alternative payment method such as cheque or credit to your bank account
Cheque (where accepted)	Cheque (which could include the return of your cheque)
Credit or debit card	Credit to the relevant card account.
Rail travel warrant	Credit to the relevant warrant account.
Rail travel voucher	Vouchers of equivalent value or, with your agreement, an alternative payment method such as cheque or credit to your bank account

31. Travelling in standard class accommodation with a first class Ticket

31.1 If you have a first class Ticket and the train service you use is shown as offering first class accommodation at www.nationalrail.co.uk, but when you travel first class accommodation is not provided or is otherwise fully occupied, you may claim a refund. The minimum refund to which you will be entitled will be the difference between the price of the first class Ticket purchased and the cheapest valid standard class fare available on the service you used.

31.2 If you hold a first class Season Ticket, the minimum to which you will be entitled will be a refund of the difference between the first class and standard class fare for the journey concerned.

32. Compensation for delays

32.1 Where your journey is delayed or cancelled, you may be entitled to compensation. The amount that you are due will vary by Train Company and is set out in each Train Company's Passenger's Charter.

INFORMATION: In general, you will be entitled to compensation if you have been delayed for 30 minutes. Details are shown in each Train Company's Passenger's Charter.

32.2 To qualify for this compensation you must make a claim to the relevant Train Company within 28 days of completing the relevant journey unless informed otherwise by the relevant Train Company. You will need to state the timetabled departure time of the train or trains you intended to use for your journey and provide a Ticket or other authority to travel which was valid for that journey. A Train Company will allow you to retain a Ticket after use for this purpose.

32.3 Links to each Train Company's Passenger's Charter can be found on the National Rail Enquiries website at www.nationalrail.co.uk/tickets; Train Companies also publish their Passenger's Charters on their websites and will display information at stations.

32.4 Claims will be considered without undue delay and any compensation due will be paid within 14 days of your claim being agreed by the Train Company. Our target is to process all claims within one month of receipt.

32.5 Although the amount of compensation offered varies by Train Company, if you arrive 60 minutes or later at your destination station, you will, as a minimum, be entitled to compensation in accordance with the table below:

Method of payment	**Method of refund**
Single Ticket, or Return Ticket with delay on both the outward and return journey	50% of the price paid
Return Ticket with delay on outward or return journey	50% of the price paid for the relevant portion of the journey
Season Ticket	The discount or compensation arrangements in the relevant Train Company's Passenger's Charter apply.

32.6 A Train Company may not be obliged to pay compensation under this Condition if the cause of the delay was entirely outside the rail industry's control. Each Train Company's Passenger's Charter will set out any exclusions that applies to such claims in respect of their services.

32.7 Please note that if you have decided not to travel and claim a full refund in accordance with Condition 30, you cannot then also claim compensation for delay under this clause through a Train Company's Passenger's Charter.

33. How your compensation will be paid

33.1 Compensation methods may include payment by cheque or a bank transfer payment (usually referred to as a BACS payment); by means of a refund to your debit or credit card (each of these is a "money option"); or in rail travel vouchers. Your options, which will include at least one "money option", will vary by Train Company, and will be shown when making your claim. Where the delay was caused by a fault of the Train Company, you are entitled to payment by the same means as your Ticket was paid for unless you agree to another payment method.

33.2 If you receive payment in rail travel vouchers you can use them in full or part payment for Tickets for any rail journey on the services of the Train Companies. In some cases, they may also be exchanged for money at a Ticket office of the Train Company that issued them.

34. Limitation of a Train Company's liability

Except as shown above, Train Companies will not accept liability for any loss (including consequential loss), caused by the delay and/or cancellation of a train service. However, they will consider additional claims in exceptional circumstances.

This section and section 32 do not affect rights and remedies you would otherwise have under the Consumer Rights Act 2015, unless the law allows this.

35. Claims against a Train Company

If you need to make a claim against a Train Company or Rail Service Provider for personal injury or any loss or damage to property, or a claim or complaint arising under the Passenger's Charter or these Conditions, you should write to the relevant Train Company or Rail Service Provider in the first instance.

Please note that a Train Company is not responsible for:

(a) another Train Company not running any trains;

(b) any losses that occur while you are travelling in any other Train Company's trains;

(c) another party not providing goods or services; and

(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 or a complaint about your journey, either by dealing with the matter itself or by passing it on to the Train Company(s), Rail Service Provider or other person(s) providing the goods or services in question.

G. Special Conditions applying to Season Tickets

36. Introduction

36.1 These Conditions apply to Season Tickets only. In some cases, special rules apply to Season Tickets valid for 1 month or longer – this is made clear where necessary.

36.2 A Season Ticket gives you the right to unlimited travel between specific stations or within specific geographic zones during the period up to and including the Season Ticket's expiry date. This includes the right to start, break or resume your journey, as described in Condition 16.4. It may only be used by the person to whom, or on whose behalf, it was issued.

36.3 A Season Ticket must be supported by a photocard which bears a true likeness of the user. Photocards may be obtained free of charge at staffed station Ticket offices on production of a passport sized photograph.

36.4 When you first buy a Season Ticket that is valid for a period of one month or longer, you will need to fill in an application form, and a record will be kept of your details and the details of the Season Ticket(s) that you buy.

This enables us to provide you with greater assistance if your Season Ticket is lost or stolen, or if you need to make a claim for delay under a Train Company's Passenger's Charter.

Your Season Ticket is a valuable document and should be looked after with great care.

37. Damaged or faded Season Tickets

37.1 If a valid Season Ticket is damaged, can no longer be read easily, or no longer works in automatic Ticket gates, we will replace it without charge. You should ask the retailer from whom you originally purchased your Season Ticket to do this for you.

37.2 Different arrangements normally apply for the replacement of damaged or defective smartcards and these will be made clear to you when you obtain your smartcard.

38. Season Ticket or photocard unavailable for inspection

38.1 If you are unable to present a Season Ticket, or any photocard required with a Season Ticket, when asked by the staff or authorised agents of a Train Company, you will be treated as having joined a train without a valid Ticket and Condition 9 will apply.

38.2 If you possess a valid Season Ticket and/or photocard but were unable to present when requested because you had forgotten to carry it on that particular journey or mislaid it, the Train Company concerned may at their discretion refund any fare or Penalty Fare paid in accordance with section 9, less an administration charge not exceeding £10.

38.3 In order to claim such a refund, you will need to provide the retailer from whom you bought your Season Ticket with your Season Ticket (and photocard if applicable), together with the additional Tickets you have purchased or any Penalty Fares notices.

38.4 A maximum of two such claims will be considered in any 12 month period regardless of the number of Season Tickets bought during that time.

39. Duplicate Season Tickets

39.1 If you lose or mislay a Season Ticket valid for one month or longer, or it is stolen, the Train Company or Licenced Retailer from which it was purchased, will arrange for a duplicate Season Ticket to be issued provided that:

(a) you report the loss as soon as you reasonably can and, if required, you give a reasonable explanation for the loss (some Train Companies may ask you to complete a form explaining the reason for the loss);

(b) you agree to return the lost Season Ticket to the retailer immediately if it is subsequently found;

(c) you pay the Train Company or Licenced Retailer's administration charge, which will not exceed £20.

39.2 If you subsequently lose or mislay your duplicate Season Ticket or it is stolen, then a further duplicate Season Ticket(s) can be issued on the same basis as your first duplicate Season Ticket. However, you may be asked to attend a meeting with the Train Company or Licenced Retailer concerned to explain the circumstances in which your duplicate Season Ticket(s) was lost. Train Companies have agreed a Code of Practice for such meetings, a copy of which can be found in Appendix C.

39.3 If the loss of your duplicate Season Ticket is a result of a theft, robbery, fire, or other exceptional circumstances which have been reported to the police, the fire service or another appropriate organisation, you should be able to obtain confirmation of the circumstances from the relevant authorities, (e.g. a crime number from the police) and provide such confirmation to the Train Company or Licenced Retailer issuing you with a duplicate Season Ticket.

39.4 Train Companies reserve the right to refuse to issue duplicate Season Tickets if they have reasonable grounds to believe that such requests are being made fraudulently.

40. Season Ticket refunds

40.1 If you no longer require your Season Ticket, you may be entitled to a refund from the Train Company or Licenced Retailer from which it was purchased. In the first instance you should return your Season Ticket to the relevant Train Company or Licenced Retailer requesting a refund.

40.2 To qualify for a refund, seven day Season Tickets must have at least three days' remaining validity, and Season Tickets valid for one month or more must have at least seven days' remaining validity.

40.3 Any refund to which you are entitled will be calculated from the date the Season Ticket is returned. The amount refunded will be based on the price paid for your Season Ticket less the cost of any Season Ticket(s) and additional Tickets required to cover one return journey for each weekday that your Season Ticket was actually held for, and an administration charge (not to exceed £10).

40.4 If you were ill and, consequently, unable to request a refund on your Season Ticket when you stopped using it, we will offer you a refund from the date your illness started, provided that you supply a medical certificate or other evidence of your illness.

INFORMATION: Longer period season tickets attract a higher level of discount than shorter period season tickets. When you apply for a refund, we will work out what fare would have been paid for the period you actually travelled. The money paid over this amount will be the value of your refund, less the administration charge.

40.5 If you require a refund on a duplicate Season Ticket, the Train Company may request additional information (e.g. evidence of new address, a new job, redundancy, or prolonged illness of the holder) and/or may be asked to attend a meeting with the Train Company concerned. Train Companies have agreed a Code of Practice for such meetings, a copy of which can be found in Appendix C.

40.6 Train Companies reserve the right to refuse to issue refunds on duplicate Season Tickets if they have reasonable grounds to believe that such requests are being made fraudulently.

41. Changing one Season Ticket for another

41.1 You may change your Season Ticket for another covering a different journey or class of travel provided that the original Season Ticket was valid for one month or more, and has at least seven days' validity remaining. In this case, you will only be required to pay the difference in price between your original Season Ticket and the new one, based on the number of days of validity remaining on your original Season Ticket.

41.2 If your new Season Ticket is for a cheaper journey or class of travel, you will be entitled to a refund on the original Season Ticket, based on the number of days of validity remaining on your original Season Ticket at the time that you ask for your Season Ticket to be changed.

41.3 The validity of your new Season Ticket must start on the day after the original Season Ticket is handed in, and must expire on the same date as that of the original Season Ticket. You will not have to pay an administrative charge.

H. Lost Property

42. Ownership

42.1 Property found in a train or on a Train Company's or Rail Service Provider's premises will not be treated as belonging to the person who finds it and must be handed over as soon as reasonably possible to a Train Company's or Rail Service Provider's member of staff.

42.2 A Train Company or Rail Service Provider 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.

42.3 In order to ensure the safe and efficient operation of the railway a Train Company or Rail Service Provider may limit your access to trains or premises in order to retrieve any property you have left behind but will, if necessary, make alternative arrangements for it to be recovered.

43. Examination and disposal

If property is left in a train or on a Train Company's or Rail Service Provider's premises, they have the right to open it and examine the contents before removing it to a secure place. They may, without being liable, remove or dispose of any property which might in their opinion cause damage or injury or inconvenience staff or passengers.

44. Charges

A Train Company or Rail Service Provider may make a charge (not exceeding £2 per day per item) for storing property and (not exceeding £30 per item) for retrieval of property by the owner depending on:

(a) the type of property; and

(b) the period for which it has been kept.

45. Unclaimed property

Any property taken into a Train Company or Rail Service Provider's safekeeping which has not been retrieved within three months will be sold or otherwise disposed of and any money from the sale may be retained. Items which are perishable may be disposed of earlier.

Appendix A

List of Train Companies to which the National Rail Conditions of Travel apply as at 1 October 2016

Abellio Greater Anglia Limited (trading as Greater Anglia)

Abellio Scotrail Ltd (trading as ScotRail)

Arriva Rail North Ltd (trading as Northern)

Arriva Trains Wales/Trenau Arriva Cymru Limited

c2c Rail Limited

East Coast Main Line Company Limited (trading as Virgin Trains East Coast)

East Midlands Trains Limited

First Greater Western Limited (trading as Great Western Railway)

First Greater Western Limited/Heathrow Airport Holdings Limited (trading as Heathrow Connect)

First TransPennine Express Limited (trading as TransPennine Express)

Govia Thameslink Railway Ltd (trading as Great Northern; Gatwick Express; Southern; Thameslink)

Grand Central Railway Company Limited

Hull Trains Company Limited

London & Birmingham Railway Limited (trading as London Midland)

London Overground Rail Operations Limited (trading as London Overground)

London & South Eastern Railway Limited (trading as Southeastern)

Merseyrail Electrics 2002 Limited (trading as Merseyrail)

MTR Corporation (Crossrail) Limited (trading as TfL Rail)

Serco Caledonian Sleepers Ltd (trading as Caledonian Sleepers)

Stagecoach South Western Trains Limited (trading as South West Trains; Island Line)

The Chiltern Railway Company Limited (trading as Chiltern Railways)

West Coast Trains Limited (trading as Virgin Trains)

XC Trains Limited (trading as CrossCountry)

A current list is available at station Ticket offices, telesales offices, the National Rail website and travel agents licenced 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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Appendix B

Definitions

In these Conditions:

"Condition(s)" means these National Rail Conditions of Travel;

"Licenced Retailer" means an organisation authorised and licenced to sell Tickets by a Train Company or the Association of Train Operating Companies ('ATOC').

"National Rail Enquiries" means the website provided at www.nationalrail.co.uk and associated telephone service available by calling 03457 48 49 50;

"National Rail Network" means the Network of railway lines over which Train Companies operate scheduled passenger railway services;

"National Rail Timetable" means the rail timetable for passenger train services in Great Britain as provided at www.nationalrail.co.uk ;

"National Routeing Guide" means a document that lists the valid routes for all journeys on the National Rail Network;

"Oyster" card means a card belonging to the electronic smartcard scheme operated by Transport for London in which a number of Train Companies participate;

"Passenger's Charter" means the document of that name or similar, published from time to time by that Train Company;

"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);

"Penalty Fares Notice" means the receipt issued when a Penalty Fare is charged;

"Permit to Travel" means a document obtainable from self-service machines at some stations that 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 your Ticket will be reduced by the amount you have paid for the Permit to Travel;

“Railcard” is a card (which may in some circumstances be stored on an electronic device) that allows Ticket(s) to be bought at a discounted fare;

“Rail Service Provider” means Network Rail, any organisation or person (other than a Train Company) that operates a station and any person or organisation that hires rolling stock to a Train Company, but does not include London Underground;

“Railway Byelaws” refers to the byelaws published at www.gov.uk/government/publications/railway-byelaws ;

“Season Ticket” means a Ticket sold as such which allows you to travel for a period of 7 consecutive days or longer;

“Ticket” means any physical or electronic document or record which entitles a passenger to make a journey on the National Rail Network between the stations or within the zones indicated by one or more of the operators listed in Appendix A. An electronic document or record may consist of (but not be limited to):

(i) a smartcard (including an Oyster or ITSO card);

(ii) a payment card or identity card;

(iii) a mobile telephone or tablet device;

(iv) other mobile electronic device; or

(v) a database, in conjunction with an authorised Contactless Bank Card bearing the symbol))) described in the notices and publications of the Train Company as being valid for travel on their services. Electronic documents or records may not display the same information as printed Tickets but the conditions for use of these will explain where this information can be found;

“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 and Road. References in these Conditions to Train Company also extends to the authorised agents of that company. A list of these companies can be found in Appendix A. “Train Companies” means all or more than one of these Companies;

“Zonal Tickets” are those Tickets which permit travel only within a defined geographic area.

Appendix C

Code of Practice - Arrangements for interview meetings with applicants in connection with duplicate season tickets

This document sets out the arrangements agreed by Train Companies and Licenced Retailers for the conduct of interview meetings relating to applications for duplicate season tickets or refunds on duplicate season tickets.

This Code of Practice supports the provisions contained within the National Rail Conditions of Travel. The terms 'Train Company' and 'Licenced Retailer' have the same meaning in this Code of Practice as in the National Rail Conditions of Travel. These arrangements apply to all monthly and longer season tickets purchased from a Train Company or Licenced Retailer, referred to below as the **'Ticket Seller'**.

1. Requirements of the interview meeting process

- Where a further duplicate is requested in respect of a season ticket valid for a month or longer for which a duplicate has already been issued, the **Ticket Seller** may require the applicant to attend a short interview meeting. The **Ticket Seller** may also request an interview where a refund is required on a duplicate season ticket.
- The purpose of the interview meeting is to validate the claim of any passenger applying for a second or further duplicate season ticket, within one calendar year of a previous application.
- The interview meeting will be used to confirm the circumstances of the claim and validate any supporting evidence (for example, in case of theft, a crime reference number).

2. Process for arranging an interview meeting

- The duplicate season ticket application must be made to the **Ticket Seller** who originally sold the lost season ticket.
- Where an interview meeting may be required, the passenger will be informed at the time of application.
- The interview meeting will take place at a time and place agreed between the **Ticket Seller** and the applicant and will, subject to the applicant's availability, be held within one week of the duplicate season ticket request being made.

3. Conduct of the interview meeting

- The interview meeting will take no more than 15 minutes in normal circumstances and will require the applicant to confirm the circumstances of the loss. Where this is the result of a theft, a crime reference number will be requested.

4. After the interview meeting

- Within one working day of the interview meeting, the **Ticket Seller** will proceed with the application unless it has grounds to believe that the claim is not valid.
- In such cases the applicant will be informed of the decision within one working day and receive a written response within one week of the decision. If the decision is subject to the provision of further evidence or any other action, the applicant will be informed of this, stating as appropriate what further action is required.
- The **Ticket Seller** will accept refund applications for train tickets that were purchased for the same journey whilst awaiting the issue of the duplicate season ticket. These will be refunded without any additional administration charge.

Explanatory Note

ATOC produces ATOC Approved Codes of Practice for the information of its members. ATOC is not a regulatory body and compliance with ATOC Approved Codes of Practice is not mandatory.

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