

## 1. Introduction

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The following terms and conditions are written primarily with reference to railtours operated over the national railway network but, insofar as they can be deemed appropriate, they apply to any fixture, event or visit organised by 125 Group Ltd ("the Group"), or in association with other organisers where the Group is the primary booking point.

The Group is a charity maintained by donations, goodwill and sales. The train is a heritage asset, kept and maintained by Volunteers freely giving up much of their own time. Please respect the Group's property at all times, helping us to ensure that we can continue to provide such opportunities in the future.

All elements of the Group's operation is provided voluntarily and we ask you to respect volunteers' work and support. We may not always get everything to perfection, but our volunteers will always be doing their best to provide you with an enjoyable experience.

## 2. Booking

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Bookings will be taken by advertised method(s) and payment is required in full in advance by available methods stated in the advertisement. The Group will ensure that all bookings allow for carriage in a seat but do not guarantee the layout or type of seat (if allocated). Where seats are not allocated, those with bookings will be directed towards the available accommodation but no guarantee is given as to the ability to sit next to specific people. Where reservations are issued, the Group will use its reasonable endeavours to meet any specific requests for seat allocations but cannot be held liable if it is not possible to meet such requests.

Where bookings are made for multiple persons, these must include the full names of all those intending to travel. Any discounts offered for certain groups of person must be supported by appropriate evidence of entitlement.

The Group will acknowledge all bookings and advise you on ticketing methodology. The final timings, tickets, reservation (if applicable) and any other important information will usually be emailed to you a week before departure. If you do not have an email address then the same information will be dispatched in the post. Please bear in mind that these details cannot be sent until the final timings are confirmed by Network Rail or our operating company.

If seats remain available after bookings close, the Group may offer these for travel on the day – paid either by cash or card payment to an appointed Group Representative – subject to remaining seat availability. The Group will not sell on the day travel unless there are available seats remaining and if the train is or becomes full, access without prior reservation will be refused.

## 3. Travel

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Your ticket is only valid for travel on the chartered service specified thereon, whether operated by the Group or other facilitator. Your ticket is not valid on any train operated by any other operator, nor by any connecting service. In certain circumstances, when visiting heritage lines, this condition may be

varied by the heritage line itself and if applicable, this will be specified in the tour publicity and/or your travel instructions.

First class seating / and or a package including provision of food or drink, may be sold at a premium rate. In such circumstances, only those participants that have paid the appropriate premium rate, will be permitted to sit in the accommodation available for such enhancement.

You are required to carry your ticket with you at all times during Group events, either to display as an e-ticket or as a hard copy and must be shown on request to any Group volunteer.

Whilst the Group may request specific routings and services from a provider, and will advertise accordingly, occasionally there are late changes to route, the train consist or the facilities on train or at destination.

Mechanical failure, emergency engineering work, adverse weather conditions and other circumstances totally outwith the Group, or the operator's, control may force alterations at short notice. Whilst the Group and its Officers will do everything possible to deliver the service that has been advertised, we cannot be held liable for any late alterations – but will mitigate the effect as far as is reasonably practicable.

Please allow ample time to get to the point for joining the train. The Group is unable to hold a train beyond its advertised departure time. On occasions, if necessary to prevent delays to other services, the Group's trains may be obliged to leave slightly early, especially at intermediate boarding stations.

On the day operational requirements may mean that the train is diverted or delayed. The Group will seek to mitigate the effects of any such late changes but cannot incur any liability for any late running or missed connections, however caused.

Our paths on the national network are critical, as we have to pay a financial penalty if we cause subsequent delays to other services. We will not be able to wait for anyone who is late back to the train at any point.

## **4. Accessibility**

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Due to the age and structure of our train, Accessibility is not fully compliant with current travel standards. We do have limited wheelchair spaces available and can allow joining and alighting of persons with wheelchairs – subject to prior notice and availability of spaces. Our on-train toilet facilities are restrictive and are unable to allow access of persons with restricted mobility, without leaving their wheelchair. If in doubt, please contact our booking point to discuss matters prior to making your booking.

We are sorry, but under no circumstances are we able to convey electric mobility scooters, electric bikes or electric scooters. Pedal cycles may be accommodated by prior arrangement only.

## **5. Cancellation**

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In the event that the Group is unable to operate the advertised train, fees will be refunded in full by the same method as purchase. Please note that the Group is unable to cover secondary costs or expenses and you are advised to have in place adequate insurance cover for such eventualities.

The Group appreciates that occasionally passenger's circumstances change and they may no longer be able to travel. You must advise the Group as soon as you are aware of this. Refunds for any reason will

be considered up to seven days before the date of travel. Requests within seven days of travel will be considered only for extreme mitigating circumstances. The Group reserves the right to levy an administration fee of 10% from any cancelled booking in respect of abortive card handling charges or cheque processing arrangements etc. Under no circumstances will a refund be given where a passenger does not appear on the day and where no prior advice has been given.

## **6. Expected Behaviour**

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The Group hopes that all participants will enjoy the occasion. However, in a situation with many people in close proximity, it is possible that certain behaviours will detract from the enjoyment of others and we ask all participants to be respectful of their fellow passengers. This includes maintaining a reasonable level of noise, and not using speakers on phones / radios etc.

There are also certain behaviours that are not permitted by the Group for reasons of safety – and compliance with railway byelaws. These include (but are not limited to):

- Leaning out of train windows whilst a train is in motion. This includes holding items such as cameras through windows as this is both dangerous and may have implications for the Group in respect of future operations.
- Seeking to open an external door without the authority of a Steward.
- Loitering in any vestibule area. Unless going to or returning from the Buffet, Sales stand or Toilet, you should remain in your allocated seat.
- Entering a prohibited area of the train.
- Failing to carry out the reasonable instructions of Stewards or operating staff.
- Trying to alight or detrain at a point not adjacent to a level platform.
- Attempting to use the public address system.
- Causing damage or vandalism to any part of the train.
- Abusing, either physically or verbally, any volunteer of the Group, of the train operation team, of station staff or of other participants.
- Smoking and Vaping which are expressly forbidden in all parts of the train and at stations.
- Any activity likely to bring the Group into disrepute.

## **7. Your Agreement**

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Bookings are accepted and tickets issued on the basis that participants will meet and adhere to the travel terms described herein and that by booking, you agree to comply with these Terms.

Failure to comply with these terms – or the direct instructions of Stewards or Group officials, may lead to participants being de-trained at the next available safe point, and banned from future participation. The Group's decision in such matters will be final.