

Conditions of Carriage on the Apedale Valley Light Railway (AVLR) and Conditions of admission to the Moseley Railway Trust (MRT) site at Apedale

Issue 2 January 2017

This document covers the conditions under which members of the public are admitted onto the Apedale site and/or conveyed on the Apedale Valley Light Railway. These conditions are derived from the contents of Heritage Railway Association paper IP34 dated 2002.

1.0 Tickets

“Ticket” may mean a Ticket solely for site admission, or for travel solely on the Apedale Valley Light Railway, or some combination of these. For the purpose of this document “Ticket” also includes other documents which are deemed to be valid on AVLR, including (but not limited to):-

- MRT membership cards
- HRA InterRail passes
- AVLR Bearer Pass

1.1 Ticket as a Contract

The issue of a Ticket is evidence of a contract between the passenger and Moseley Railway Trust, company number 3549477). This contract is formed in accordance with these conditions.

Note that MRT may employ its trading subsidiary, Apedale Valley Light Railway Ltd (AVLR Ltd) as an agent for the Ticket selling process. For the avoidance of doubt, contracts are only formed between the passenger and MRT, NOT AVLR Ltd.

1.2 Tickets not transferable

A Ticket may only be used by the person for whom it has been issued. It must not be sold or passed on to another person.

1.3 Requirement to hold a Ticket

All persons travelling on AVLR trains must be in possession of a valid Ticket.

2.0 Conditions of Issue

2.1 Responsibility of MRT

MRT is responsible for providing travel on the AVLR service it has agreed to provide.

2.2 Travel without valid Ticket

Any person travelling without a valid Ticket or other authority to travel will be liable to pay the full rate single or return fare for the journey made or for which there is an intention to make, and there will be no entitlement to any discounts or other special terms which might otherwise exist. However, this condition will not apply if the person joined the train at a station where Ticket-issuing facilities do not exist.

2.3 Children's Tickets

Up to FOUR children under three years of age may accompany each fare paying passenger free of charge provided that such children do not occupy seats required for fare paying passengers. Children under three years of age occupying such seats exceeding the number specified above will be charged the appropriate child fare.

Children of three years of age and under sixteen years of age are conveyed at Child Fares.

Unaccompanied children under eleven years of age are not conveyed on the AVLIR. Such children must be accompanied by a fare paying adult.

3.0 Validity of Tickets

3.1 Period of Validity

Unless stated otherwise on the Ticket or in notices by MRT, Tickets are valid only on the day of purchase.

Tickets not used on the prescribed day shall cease to be valid. Any passenger travelling with such a Ticket will be liable to pay the full fare as if no payment had been made.

3.2 Restriction of use of Tickets

MRT may restrict the use of certain types of Tickets during special events and similar periods. Such restrictions will typically preclude the use of:-

- HRA InterRail passes
- AVLIR bearer passes

4.0 Use of Tickets

4.1 Break of Journey

Unless otherwise indicated on the Ticket or in notices by MRT, the holder of a Ticket may, train service permitting, break their journey at intermediate stations and then resume their journey on a later train. In the case of a return Ticket, the break of journey may take place on either or both the outward or return journey, provided the journey is completed within the period of validity of the Ticket.

4.2 Travel beyond destination station indicated on the Ticket

A passenger using a Ticket for any station beyond that for which it is available will be liable to pay the difference, if any, between the fare actually paid for such Ticket and the appropriate single or return fare for the journey actually undertaken.

5.0 Responsibility of Passengers

5.1 Purchase of Tickets and Change

Passengers should examine their Tickets and change before leaving the Ticket Office. MRT will not be responsible for mistakes to which attention is not drawn at the time of purchase.

5.2 Passengers to Board Correct Train

Passengers must ensure that they board the correct train and that they alight at the correct station.

5.3 Tickets to be retained

Passengers must retain their Ticket for inspection or collection when requested by an authorised member of AVLIR/MRT staff. Any passenger who fails to produce a Ticket will be treated as having boarded the train without a valid Ticket and Condition 2.2 will therefore apply.

5.4 Defaced or damaged Tickets

Any Ticket which becomes defaced, illegible or mutilated will cease to be valid.

5.5 Tickets lost or mislaid

Passengers are responsible for the safe keeping of their Tickets. MRT will not replace a lost or mislaid Ticket (or portion thereof) and will not make refunds in respect of the value of such Tickets.

6.0 Refunds

6.1 Refund in the event of delay or cancellation of train service

If a passenger decides not to use a Ticket or a portion of a Ticket due to a train being delayed or cancelled, and the Ticket is returned to the Ticket Office from which it was purchased as soon as reasonably possible then a full and immediate refund will be made for the Ticket or portions thereof.

6.2 Method of refund

If a Ticket was paid for with a credit or debit card, any refund will be made by the issue of a credit voucher. If a Ticket was paid for in cash the refund will be made in cash. Otherwise, any refund will be made in cash or by cheque at the discretion of MRT.

6.3 Other Refunds

MRT does not undertake to provide refunds for unused Tickets in circumstances other than those described in clause 6.1

7.0 Accommodation on Trains

MRT shall incur no liability for the failure to carry a passenger by any particular train where there is insufficient accommodation in that train.

8.0 Timetables and Train Services

Whilst every effort is made to maintain advertised train service, AVL R timetables are subject to alteration at any time, with or without notice.

MRT does not guarantee that trains will depart or arrive at the time specified in timetables, nor that they will be hauled by a particular locomotive, and MRT will not be liable for any loss or damage which may arise from delay or detention. Passengers may be eligible for a refund as described in clause 6.1.

MRT may, whenever it considers it necessary to do so and without being liable for any loss, including consequential loss, damage, delay or detention occasioned thereby:-

- Suspend or discontinue the issue of Tickets
- Despatch trains from stations before the arrival of other trains shown in AVL R timetables as connecting trains or alter the time of departure or arrival of trains.
- Withdraw all railway passenger services from any station on any day or suspend or discontinue the running of trains. In such circumstances, refunds may be made in accordance with clause 6.1 above.

9.0 Refusal of Access

MRT or its staff may refuse access to stations, platforms, trains or any other part of the Apedale site to any Ticket holder (or other person) who they believe is likely to act in a riotous, disorderly or offensive manner.

10.0 Closing of Ticket offices

AVL R may cease issuing Tickets at such time before the stated time of departure of any trains as in the opinion of AVL R is necessary to secure their punctual departure.

11.0 Miscellaneous Provisions

11.1 Conditions of issue of platform Tickets

MRT may refuse to admit to station platforms persons not travelling by train. At certain stations, persons not travelling by train may be admitted to the platforms on purchase of a platform Ticket.

Platform Tickets are not transferrable and are only valid during the period stated on the Ticket. Platform Tickets must be produced and delivered up when required. MRT may refuse to admit the holder of a platform Ticket to any platform or require the holder to leave any platform or premises in any circumstances which MRT deems fit. In such cases, MRT will refund the charge for such platform Ticket, and the holder shall have no other claim on MRT in connection therewith. Persons holding platform Tickets may not enter AVLR trains.

11.2 Parking of motor vehicles and bicycles

MRT does not provide parking for motor vehicles or bicycles. MRT accepts no liability for motor vehicles or bicycles parked near or adjacent to MRT premises.

11.3 Breach of conditions of issue

In the event of a material breach of any condition subject to which a Ticket is issued the Ticket shall be forfeited and delivered up to any member of MRT staff.

11.4 Authority of MRT staff

MRT staff have no authority to waive or change these conditions or to extend or vary the scope of the company's liability under these conditions.

11.5 Storage of luggage, pushchairs etc.

MRT accepts no liability for loss, theft, damage or any other form of loss to passengers luggage, pushchairs etc. which are left at an AVLR station whilst passengers are travelling on an AVLR train service.

11.6 Lost and unclaimed property

MRT shall not be liable for any loss of or from or for damage or delay to or for detention of any articles left on AVLR premises or in AVLR trains and all articles found in or upon AVLR premises or trains shall, as between the finder and the MRT, be deemed to be in the possession of the MRT, and must be given immediately into the custody of the MRT staff.

A charge may be made for the restoration of lost or unclaimed articles to the owner depending on the type of article and the period it is held by MRT before it is claimed.

MRT shall not be liable to the true owner for loss, damage, misdelivery, delay or detention of or to such articles arising from the custody of or restoration to the apparent owner of such articles except on proof that such loss, damage, misdelivery, delay or detention was caused by the neglect or default of MRT or its staff.

All articles so found which have not been claimed by the true owner within three months after being so left will be deemed to have been abandoned and may be sold or otherwise disposed of and the proceeds of any such sale retained by MRT, provided that any article of a perishable nature may be disposed of earlier.

11.7 Conveying of wheelchairs and powered wheelchairs

Passengers' attention is drawn to the AVLR Accessibility Statement. Large powered wheelchairs, mobility scooters and similar machines cannot be conveyed on AVLR train services.