

TERMS AND CONDITIONS

for all tours on the UK's national rail network offered by TORNADO STEAM TRACTION LIMITED

HOW TO BOOK

Advance booking is required for all the tours offered in this brochure. All tours are provided by Tornado Steam Traction Limited ("TST"), a wholly-owned subsidiary of The AI Steam Locomotive Trust. Bookings can be made by any of the following means:

ONLINE: either www.aisteam.com/railtours

BY PHONE: to 01325 488215 (09:00hrs to 17:00hrs Monday to Friday).

BY POST: to Tornado Steam Traction Limited, Darlington Locomotive Works, Hopetown Lane, Darlington DL3 6RQ.

However you purchase your ticket, these terms and conditions apply to all sales of our tours, whether purchased direct from TST or via any agent of TST.

TICKETS

Bookings will be acknowledged on receipt, usually by email. Tickets are then posted about eight days before departure, along with finalised timings and seat reservation details.

PAYMENT

Payment is accepted by credit or debit card or by cheque. Full payment is due at the time of booking.

PRIOR CANCELLATION BY YOU

You may cancel an existing purchase provided you contact TST at least two weeks prior to the tour departure date. We will refund the amount you have paid or, upon request and subject to seat availability, transfer your ticket to a subsequent TST tour. In either case, refund or transfer, an administrative charge equivalent to 10% of the total ticket price(s) will be charged. No refund or tour transfer can be made for any cancellation after the date falling two weeks prior to the tour departure date or in the event of your non-appearance at the relevant departure station on the day.

PRIOR CANCELLATION BY TST

In the event of a tour being cancelled by us at any time prior to the tour departure date, we will refund in full the price paid, by a credit to the card on which the ticket was purchased, but all liability of TST and its agents and contractors for any other loss, cost or expense you may incur by reason of such cancellation (including, without limitation, the cost of your travel to the intended departure station) is hereby excluded.

When travelling with us, we recommend you take out travel insurance.

TRAVEL TIMES

All advertised timings for the departure of a tour are provisional until your tickets are posted to you (you will receive the confirmed departure timings with your tickets). However these times are not guaranteed and remain subject to change (see also "**Operating on the Rail Network**" below). All other timings, including arrival times at the destination and on return journeys, remain provisional.

MEALS AND DRINKS

In Premier Dining accommodation, your meals are included in the tour price, and drinks are charged as extras. In line with usual restaurant practice, we ask guests to not bring their own food or drink on-board. On 'Belmond British Pullman' excursions, drinks with the meals are also included, as shown. Dining accommodation is not considered suitable for young children. Meals comprise a series of fixed courses so we need to know, when you book, of any special dietary requirements for all members of your party. Only then can the chef obtain and prepare suitable alternatives. We are unable to provide meals that

require specific religious observance. Passengers in First Class and in Standard Class may bring food and drink on-board or purchase refreshments from our on-board buffet car.

SEATING

Premier Dining or First Class, if two of you are travelling, you will be sharing a table, opposite two other guests. Alternatively, a separate 'table for two' may be available at the time of booking for a supplement of £50 (ie £25 per person). These tables tend to become fully booked quickly.

SUBSTITUTE LOCOMOTIVE FOR STEAM-HAULED SECTIONS OF TOURS

We reserve the right to substitute an alternative steam locomotive to *Tornado* or to any other scheduled locomotive, should circumstances require. No compensation will be payable. If it becomes necessary to make an **unscheduled** substitution for the scheduled locomotive by a diesel or electric locomotive, a goodwill credit against the purchase of a future tour ticket of £20 (Standard Class), £30 (First Class) or £40 (Premier Dining) will be offered. Save for this credit, no refunds or any other compensation whatsoever will be given by reason of any substitution for *Tornado* or any other scheduled locomotive. This brochure states where any part of a given tour is not scheduled to be steam-hauled.

GENERAL NOTES

We are sorry, but pets and bicycles cannot be accommodated on any tour. Assistance dogs for those with disabilities are permitted. Smoking is not permitted in any part of our trains, nor on railway stations or connecting coaches.

OPERATING ON THE RAIL NETWORK

Our trains operate within the constraints of, and subject to the rules and regulations applicable to, the UK's national rail network. By purchasing your ticket(s) you agree to observe all applicable regulations, including safety regulations imposed by Network Rail and other competent authorities. All advertised details of tours are given in good faith, on the basis of information supplied to TST by the railway authorities, but we cannot accept responsibility for changes imposed outside our control. Railway journeys are inherently susceptible to circumstances which on the day can cause delay or change to, and in extreme cases cancellation or abandonment of, your journey including weather conditions, unforeseen mechanical or electrical failures, track, signal and network conditions, rail network congestion, staffing difficulties, industrial disputes and others ("**Force Majeure Events**"). Accordingly, the programmed itinerary cannot be guaranteed and arrival times at the tour destinations and on any return journey are likewise not guaranteed.

EXCLUSION OF LIABILITY FOR FORCE MAJEURE EVENTS

TST hereby excludes all liability of itself and its contractors and agents for any losses, costs and expenses that you (or any passenger whose ticket has been purchased by you) may incur by reason of any Force Majeure Event or Events (as defined in "**Operating on the Rail Network**" above), saving only such liability (if any) as we may have for death or personal injury. In the event it becomes necessary for TST to cancel, abandon, change or curtail a tour or part thereof on the tour date, any refund, whether in whole or part, of the ticket price or other compensation is entirely at the discretion of TST. For the avoidance of doubt, this provision does not affect your right to a refund or potential ticket transfer where TST voluntarily cancels a tour prior to its scheduled departure date (see "**Prior Cancellation by TST**" above).

LIMITATION OF OUR LIABILITY IN ALL OTHER CIRCUMSTANCES

Saving only our liability (if any) for death and/or personal injury, and the provisions relating to Force Majeure Events as set out above, TST hereby expressly limits any liability that it or its contractors and agents may have to you (or to any passenger whose ticket has been purchased by you) by reason of tort, contract or otherwise, to the following amounts:

For any loss of or damage to personal property, £100 per person;

For any other loss or damage, to an amount equivalent to 2 times the price of your ticket or, as the case may be, tickets.

For the avoidance of doubt, we hereby exclude all liability in respect of any product or service that you may purchase from any third party in the course of your tour with us.

DISTURBANCE ON THE TOUR

If by your behaviour you cause (or any article in your possession or control causes) any material annoyance, distress or danger to any other passenger or to any crew or staff member, or damage to the train or to any other property, or violates any applicable law or regulation, we reserve the right to refuse permission for you to board the train or as the case may be, to require you to leave the train at the next available station stop and/or to impound the offending article. No ticket refund or other compensation will be payable in respect of your curtailed participation on the tour.

MAKE UP A PARTY

We would be delighted to discuss group discounts for parties of twelve or more. Early application is however, essential.

PURCHASING TICKETS FOR OTHERS

These terms and conditions apply to any ticket purchased by you, whether for yourself or for any other person. For this purpose, you are deemed to be acting as the agent of any such person in accepting these terms and conditions and it is your responsibility to keep such person or persons informed of these terms and conditions. These terms and conditions apply equally to any complimentary ticket provided by TST.

ARE OUR TOURS RIGHT FOR YOU?

Ideally, we would like to welcome everyone aboard our tours, but as with all activity days out or longer breaks, there are some practical limitations which need to be considered carefully before you decide to book. Our tours vary, but many involve a full day which some might find tiring. Most trips require a fair amount of walking at stations, as venues and coach connections can be several minutes' walk from the train, and not necessarily step-free.

Most of our excursions utilise heritage carriages that unfortunately do not permit access by customers in wheelchairs. Many stations have platforms shorter than the train, and you may need to walk through the train in order to join and alight as required. Station stops are often of one or two minutes' duration only, so as not to disrupt other train services. Some stations at which we stop have platforms accessible only by a subway or a footbridge, with no alternative to stairs. We've no wish to frighten people away unduly and most people will have no problem with these limitations, but neither do we want to cause disappointment and distress to anybody on the day.

* If you no longer wish to receive mailings from The AI Steam Locomotive Trust, please email enquiries@aisteam.com