



# Conditions of Carriage

The Royal Scotsman

(Great Scottish and Western Railway Company Ltd)

**1** These conditions of carriage apply to journeys made on The Royal Scotsman train operated by the Great Scottish & Western Railway Company Ltd (“GS&WR”).

**2** Carriage arranged by GS&WR may also include travel by road, sea or air, in which case the conditions of carriage of the relevant carrier (“Third Party Carrier”) are deemed to apply. In the event that Third Party Carrier conditions are inconsistent with GS&WR’s Conditions of Carriage, the GS&WR Conditions of Carriage take precedence to the extent permitted by law.

**3** These conditions may be changed, without notice, by GS&WR at any time until carriage commences. No agent, employee or representative of GS&WR has authorisation to alter or amend conditions of carriage. Reservations for journeys on GS&WR’s trains are made, and tickets are issued, subject to the booking conditions current at the time of booking and issue of tickets.

#### **4 GS&WR’s obligations**

**4.1** GS&WR accepts responsibility for ensuring that all elements of the journey within its control are provided as described in its brochures and are of a good standard. However brochures are prepared some months in advance and changes may occur after the brochure has been printed. Train timings are given as guidance only and will not normally be confirmed prior to the issue of tickets. Changes will be notified to the passenger at the time of booking or, if not known until after booking, as soon as reasonably practicable.

**4.2** Occasionally circumstances occur that require a major change or cancellation of a journey. For the purpose of these conditions the following will be deemed to be major change:

- (i) a change of departure date, departure point or destination; or
- (ii) a change of departure time or return time or return time by more than 5 hours ; or
- (iii) a portion of the journey being unavailable for any reason; or
- (iv) the type of accommodation or mode of transport for all or part of the journey is to be changed; or
- (v) cancellation of a journey because insufficient bookings have been taken; or
- (vi) changes due to force-majeure events, including (but not limited to) security risks, industrial action, civil unrest, acts of terrorism and extreme weather conditions.

For the purposes of sub-clause (i) a change of station for embarkation or disembarkation within a town or city will not be deemed a major change;

#### **(a) Changes before departure**

In the event that cancellations or major changes have to be made to a journey before departure GS&WR will make every reasonable effort to inform passengers or their booking agents. The passenger may

- (i) accept the changes offered; or
- (ii) accept the same journey on an alternative date, or accept an alternative journey with an appropriate pricing adjustment; or
- (iii) cancel the reservation and receive a full refund. This option is not available in the case of industrial action which affects only a part of the journey.

GS&WR does not guarantee departure and/or arrival times and will not be liable in respect of delays where such delays are necessary for operational reasons and/or are beyond the control of GS&WR or the Third Party Carrier.

#### **(b) Changes after departure**

If after departure, a major change occurs, GS&WR will use its best endeavours to make suitable alternative arrangements at no cost to the passenger. If it is not possible to complete the journey as booked, GS&WR will make arrangements to return passengers to the point of departure or to the booked destination as appropriate. To the extent that a journey is not completed GS&WR may, at its discretion, make refund of part of the fare paid or provide an alternative journey to the value of the incomplete part of the journey. GS&WR will not accept any liability for any changes or delays which become necessary as a result of industrial action or any other circumstance beyond the control of GS&WR or the Third Party Carrier or otherwise unforeseeable circumstances.

**4.3** GS&WR is responsible for observance of relevant legislation and may cancel the reservation and refuse boarding to any passenger if such action is necessary to prevent violation of any applicable law or regulation, or if it believes that the passenger, or articles carried by the passenger, pose a risk to GS&WR, GS&WR’s property or the well-being and enjoyment of other passengers. The Train Manager is empowered by GS&WR to refuse carriage in such circumstances.

## **5 Passenger obligations**

**5.1** Each passenger must be in possession of a valid ticket before boarding the train. Tickets are only valid for the dates and journeys printed on the ticket and are not transferable. Tickets bearing alterations are deemed invalid.

**5.2** Each passenger should check-in as advised by GS&WR and be ready to board the train at or before the time listed on the ticket. GS&WR is not obliged to delay departures or otherwise make provision for late arrivals for whatever reason. Passengers who miss the train, or are refused boarding under 4.3 above will be treated as if they had cancelled without notice.

**5.3** All luggage is carried at the passenger's own risk, except while the luggage is specifically deposited in the custody of GS&WR for all or part of a journey. The passenger shall not include fragile or perishable articles, money, jewellery or valuable documents in his/her luggage so deposited. GS&WR accepts no liability for any such items nor for dangerous or illegal items included in baggage so deposited.

**5.4** GS&WR reserve the right to refuse to carry luggage which is excessively heavy, bulky dangerous or otherwise unsuitable for carriage on the train. Animals and livestock will not be carried, except in the case of guide-dogs where this is otherwise legal and practical. GS&WR or its authorised booking offices will advise on suitability of personal effects for carriage on the train.

**5.5** The passenger is responsible for his/her own conduct at all times and shall indemnify GS&WR in respect of injury (including death), loss or damage caused to GS&WR's property or employee or to any other person arising out of or caused by the passenger's actions or any property in his/her possession.

## **6 Limitation of liability**

**6.1** GS&WR accepts no liability for the consequences of cancellation or delay, other than as specified elsewhere herein.

**6.2** GS&WR accepts responsibility for any personal injury, illness or death caused by the negligence of its employees, agents, subcontractors or suppliers provided that:

- (i) such employees, agents, subcontractors or suppliers were acting in the course of their employment or contract when the incident occurred; and
- (ii) the claimant agrees to cooperate fully with GS&WR in respect of any action which GS&WR might reasonably or properly take against any other party in connection with the incident giving rise to the personal injury, illness or death.

**6.3** Where loss or damage to luggage specifically deposited with GS&WR is caused by the wrongful act or neglect of GS&WR or its employees, agents or the Third Party Carrier, GS&WR's liability will be restricted to £2,500 per passenger, provided that GS&WR will not be liable unless the loss or damage is notified immediately or in writing within 72 hours of completion of the journey.

**6.4** GS&WR does not accept responsibility for any loss or damage suffered as a result of any event beyond its control or the control of any agent or the Third Party Carrier.

**6.5** GS&WR shall not be liable for indirect or consequential loss or damage howsoever arising.

**6.6** Except where otherwise provided by compulsorily applicable provisions of English law any claim of any nature (save insofar as it is in respect of death or personal injury) shall be commenced within one year of the date of accrual of the claim, and if no proceedings are brought within that time any such claim shall be extinguished and cease to exist. Claims in respect of death or personal injury shall be notified and commenced within the time limits as provided by the compulsorily applicable provisions of English law, and if no proceedings are commenced within that that time any claim for death or personal injury shall be extinguished and cease to exist.

## **7 Complaints procedure and law**

**7.1** GS&WR aims to provide a high standard of accommodation and enjoyment for its passengers. If passengers are dissatisfied with any aspect of the journey, then this should be brought to the attention of the Train Manager so that appropriate remedial action can be taken. Any further cause for complaint should be notified in writing within 28 days of the completion of the journey to:

General Manager  
GS&WR Ltd  
46a Constitution Street  
Edinburgh EH6 6RS

**7.2** Matters arising from these conditions of carriage shall be subject to English law and the English courts shall have sole jurisdiction in respect of any claim arising hereunder.

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