
Eastern & Oriental Express

**CONDITIONS OF CARRIAGE OF
PASSENGERS AND THEIR LUGGAGE**



1st January 1993

Eastern & Oriental Express

CONDITIONS OF CARRIAGE OF PASSENGERS AND THEIR LUGGAGE

1. DEFINITIONS

In these conditions the following words shall have the following meanings respectively assigned to them except where the context otherwise requires:

“Baggage Check”	Document issued by the Carrier solely for identification of Checked Luggage.
“Baggage Tag”	Document to be attached by the Passenger to Checked Luggage prior to the checking of such Luggage solely for the identification of such Luggage.
“Carriage”	Transportation by rail, by sea and/or air or by any other method of Carriage substituted by the Carrier of the Passenger and/or his Luggage by the Carrier under the contract of Carriage.
“Carrier’s Regulations”	Rules governing Carriage as contained in the publications and notices issued from time to time by the Carrier.
“the Carrier”	Eastern & Oriental Express Limited
“Checked Luggage”	Luggage checked in by the Passenger for Carriage by the Carrier in the sole custody of the Carrier for the whole of the journey from the point of departure or of Stopover to point of destination or of Stopover.
“KTM”	The Malaya Railway Administration
“Luggage”	The personal effects and property of the Passenger and any case or receptacle in which they are contained which the Passenger is permitted to take with him under the contract of Carriage. It includes handbags, briefcases, purses,

jewellery, money, clothing and other articles being carried or worn by the Passenger and unless otherwise specified it includes Checked Luggage.

“Passenger”	Any person carried with the consent of the Carrier but does not include the Carrier’s servants and agents who are being carried for the proper performance of their duties.
“SRT”	The State Railways of Thailand.
“Stopover”	A deliberate interruption of Carriage by the Passenger, agreed to in advance by the Carrier, at a point between point of departure and point of destination.
“Ticket”	The travel document issued to the Passenger by or on behalf of the Carrier and includes all pages and coupons contained therein and the Notice of Conditions printed thereon.
“The Train”	The Eastern & Oriental Express Trains and any alternative train substituted by the Carrier for Carriage hereunder or any other train or vehicle upon which Carriage under the Contract is performed and, where the context permits, includes vessels, hovercraft, catamarans, aircraft and other methods of transport by sea or by air.

Words denoting the singular include the plural and vice versa. Words denoting the masculine include the feminine and vice versa.

Reference to clauses and sub-clauses are to the clauses and sub-clauses of these Conditions.

The use of clause headings is not to effect the construction of these Conditions.

2. APPLICABILITY

- (A) Tickets are issued, and Carriage is performed, subject to:-
- (a) The Booking and Carriage Conditions and Limitations set out in the Carrier's brochure;
 - (b) these Conditions;
 - (c) the Ticket;
 - (d) the Carrier's Regulations;
- (B).
- (a) Where any part of the Carriage is performed on KTM's railway network, Carriage as regards that part shall also be subject to the Conditions of Carriage set out in the Railway Ordinance 1948 of KTM copies of which are available at the Carrier's office on request;
 - (b) Where any part of Carriage is performed on SRT's railway network, Carriage as regards that part shall also be subject to the Conditions of Carriage of SRT [and SRT's Passenger Tariff Book and Goods Tariff Book together with their Appendices as issued from time to time copies of which are available at the Carriers head office on request];
 - (c) Where any part of Carriage is performed on any other railway authorities' network, carriage as regards that part shall also be subject to the Conditions of Carriage of that railway authority;
 - (d) Where any part of Carriage is performed on behalf of the Carrier by any other person or body, Carriage as regards that part shall also be subject to the Conditions of Carriage of such a person or body.
- (C) The provisions of the Convention concerning International Carriage by Rail ("Convention") shall not apply to Carriage hereunder.
- (D) In the event of any inconsistency or conflict between the Conditions and Regulations referred to in sub-clause (A) above and the Conditions referred to in sub-clause (B) paragraphs (a), (b) and (c) above, the former shall prevail.-

(E) Overriding Law

In so far as any provision herein may be contrary to any law or government regulation or convention which cannot be waived or modified by agreement of the parties, it shall continue to apply and be part of the Contract of Carriage except to the extent that it is contrary to such law, regulation or convention and each provision herein shall be deemed to be a separate independent provision and the invalidity of any one or any part of any one provision shall not have the effect of invalidating any other or any part of any other.

(F) Change

These Conditions may be changed by the Carrier without notice save that no change so made shall apply after Carriage hereunder has commenced.

(G) Gratuitous Carriage

These Conditions apply to gratuitous Carriage except to the extent that the Carrier has provided otherwise by Contract or Regulation

3. TICKETS

(A) Requirement For A Ticket

A Passenger shall not be entitled to be carried unless before departure he presents to the Carrier a valid Ticket containing the Passenger coupon for that journey and all other unused coupons in the Ticket. A Ticket is valid only for Carriage between the points of departure and destination or Stopover and on the dates referred to in the Ticket. Any Ticket which has been altered without authority shall be deemed invalid and a Passenger who uses such a Ticket for Carriage shall be liable to pay the full fare as though he had no Ticket.

(B) Period Of Validity

(a) Subject to sub-clause (A) of this clause, a Ticket is valid for Carriage on the dates shown on the Ticket and Tickets not used on the dates specified on the Ticket cease to be valid.

(b) Refunds of the fare will only be made by the Carrier before the expiry of the validity of a Ticket subject to any change or cancellation charge which is payable under sub-clause (C) below being retained by the Carrier;

(C) Change And Cancellation By Passengers

Arrangements for changing or cancelling bookings and the Carrier's charges relating thereto shall apply as provided in the Carrier's Booking and Carriage Conditions and Limitations as set out in the Carrier's brochure.

(D) Non-Transferability

A Ticket is not transferable. No Ticket may be used by any person other than the person to whom or for whom it was issued. If the Carrier in good faith provides Carriage or makes a refund to a person other than the person entitled to be carried or to have a refund who presents a Ticket to it for Carriage or refund, it shall not be liable to the true owner of the Ticket for any loss or damage resulting to such owner.

(E) Lost Tickets

If a Ticket is lost or mislaid the Passenger should notify the Carrier immediately. The Carrier does not undertake to make any return to the Passenger of the value or any part of the value of lost, mislaid or unused Tickets or any fares which may be charged as a result of the Passenger's failure to produce a valid Ticket when required. The Carrier does not undertake to issue a duplicate Ticket. If the Carrier issues a new ticket to the Passenger without further charge or does so on taking a deposit from the Passenger, it shall in either case be indemnified by the Passenger to the extent of the fare applicable to the new Ticket if in good faith it provides it provides Carriage or makes a refund to a person presenting the lost Ticket for Carriage or refund.

4. ROUTES

(A) General

Tickets are available for use only between the stations or ports shown on the Ticket and by the route or routes shown on the Ticket; details of which, insofar as they are not shown on the Ticket, are available on application at the Carrier's head office.

(B) Change

The stations, ports, stopping points and destinations shown in the Ticket and the route may be changed or omitted by the Carrier without notice and the Carrier shall not be liable for any loss or damage caused by such omission or change.

5. METHOD OF CARRIAGE

(A) The Train

Carriage between the stations referred to in the Ticket or as substituted by the Carrier will, so far as possible, be performed on the Train. The Carrier may without notice substitute another train(s) before or after Carriage has commenced or may engage any other person or body to perform Carriage or any part of it on its behalf. The Carrier may in addition and without notice substitute for Carriage by train any other method of transport including but without limitation bus, coach, car, sea or aircraft for the whole or any part of the Carriage.

(B) If before commencement of Carriage the Carrier substitutes an alternative method of Carriage so as to change completely the nature of Carriage the Carrier may:-

- (a) offer Carriage to the Passenger one such alternative method of Carriage and a partial refund of the fare if and to the extent that in its absolute discretion it thinks fit;
- (b) offer Carriage to the Passenger on another date without extra charge; or
- (c) make a refund of the fare.

(C) If after commencement of Carriage the Carrier substitutes an alternative method of Carriage so as to change completely the nature of onward Carriage, the Carrier may offer onward Carriage to the Passenger on such alternative method of Carriage and a partial refund of the part of the fare attributable to that part of Carriage if and to the extent that in its absolute discretion it thinks fit.

(D) Liability

Except as provided in sub-clauses (B) and (C) above, the Carrier shall not be liable for any loss or damage caused or resulting from any change or substitution made in the method of Carriage.

6. REFUSAL OF CARRIAGE

(A) Right To Refuse Carriage

The Carrier may without prior notice refuse access, Carriage or onward Carriage to any Passenger or may cancel the reservation of any Passenger if, in its absolute discretion, it believes such action is necessary for the protection of the Carrier or of other Passengers. Without prejudice to the generality of the foregoing the Carrier may take such action if in its absolute discretion it believes that:-

- (a) such action is necessary to prevent a violation of any applicable law or regulation of any country in which Carriage would take place or for reasons of safety; or
- (b) the Passenger is likely to act in a riotous, disorderly or offensive manner; or
- (c) the Passenger's conduct, age or mental or physical condition is likely to cause discomfort, annoyance or inconvenience to or interfere with the enjoyment of Carriage by other Passengers or involves any risk to the Carrier, to himself, to others or to property; or
- (d) the Passenger is likely to require special treatment or assistance from the Carrier, to himself, to others or to property; or
- (e) such action is appropriate owing to the failure of the Passenger to observe the instructions of the Carrier.

(B) Effect Of Refusal Or Cancellation

- (a) Where a reservation is cancelled for any reason specified in sub-clause (A) above, the cancellation provisions of clause 11 below shall apply as though the cancellation had been made by the Passenger and the time of cancellation shall be the time when the Carrier notifies the Passenger of the cancellation.
- (b) Where access or Carriage is refused for a reason specified in sub-clause (A) above, the Passenger shall not be entitled to a refund of the fare or any part of the fare paid by the Passenger
- (c) Where onward Carriage is refused for a reason specified in sub-clause (A) above, the Passenger shall not be entitled to a refund of the fare or any part of the fare and shall be liable to pay the Carrier such amount as in the Carrier's

absolute discretion is attributable to any services performed for the Passenger other than those which the Carrier was obliged to perform under the Contract of Carriage and to reimburse the Carrier for any charges incurred by the Carrier on the Passenger's behalf.

(C) Visa Requirements

The Carrier shall have the right to inspect the Passenger's passport and other travel documents as appropriate to ensure that the Passenger has any necessary visa or other entry requirements for any country in which Carriage is to take place. If the Passenger is unable to fulfil any such visa and is able to fulfil any other entry requirements then the Carrier shall have the right to refuse Carriage and the Passenger shall not be entitled to any refund of the fare or any part of the fare. The Passenger shall reimburse to the Carrier any fines, removal expenses, detention costs or other charges of any kind imposed by the relevant authorities on the Carrier as a result of the Passenger's failure to fulfil such visa or other entry requirements (whether or not such failure is discovered by the Carrier upon inspection of documents).

7. FARES

(A) Changes

The Carrier may from time to time without notice change the fare payable for Carriage or for any part of Carriage governed by these Conditions.

(B) Fare

The fare at which a Ticket issued shall be that which is in effect at the time of issue of the Ticket by or on behalf of the Carrier for Carriage on the date(s) shown on the Ticket (subject to any applicable surcharge) save that in the case of a changed booking or of a re-issue of a Ticket which is permitted by the Carrier the fare shall be that which is in effect at the date of confirmation by the Carrier of the revised booking or of re-issue of the Ticket for Carriage on the revised date of Carriage.

(C) Children

- (a) No special facilities are available and the Carrier shall not be liable for any failure to provide special facilities for young children.
- (b) Subject to sub-clause (B) above, a reduction of 20% of the fare may be allowed, at the absolute discretion of the Carrier, for each child who is accompanied by an adult and who at the date of commencement of Carriage is eleven years of age or under on application being made for such reduction at the time of booking and on production of evidence that the child will be eligible for the reduction.

(D) Fares apply only for Carriage from the station of departure to the station of destination and do not include the services of Luggage porters at these stations or at any intermediate port or station or of transport services to, from or between stations and unless otherwise stated by the Carrier do not include the provision of food or beverages of any kind during Carriage.

(E) Currency

If payment is made in a currency other than a currency in which the fare is published, such payment shall be at the rate of exchange established for such purpose by the Carrier and as published from time to time by the Carrier, which is applicable at the time the Ticket is purchased or, in the case of a changed booking, as is applicable to any further payment due at the time when the rebooking and payment is made. Refunds shall be made in the currency in which payment was made save that if payment was made in currency other than a currency in which the fare is published, the refund shall be made in such published currency as the Carrier shall in its absolute discretion decide.

(F) The Carrier shall not be obliged to carry and may refuse onward Carriage to a Passenger or his Luggage if the fare or any charges payable by or in respect of the Passenger have not been paid or if any credit arrangements agreed between the Carrier and the Passenger or the person paying for the Ticket or any other charges have not been complied with. In the case of a refusal of Carriage or onward Carriage for any reason specified in this sub-clause, the Passenger shall not be entitled to a refund of any of the fare paid and shall be liable to the Carrier for the whole fare or for such amount of the whole fare as has not been paid, for any other charges outstanding in respect of services provided by or on behalf of the Carrier and for any charges incurred by the Carrier in relation to the Contract.

8. STOPOVERS

- (A) Stopover is permitted only at the places and on the conditions provided by the Carrier's Regulations or as substituted by the Carrier and only if such Stopover is arranged with the Carrier at the time of booking and is provided for in the Ticket.
- (B) A Passenger who makes a break in Carriage other than as provided in sub-clause (A) above shall not be entitled to onward Carriage or to a refund of any of the fare. Subject to the foregoing, where the break occurs on the outward part of Carriage on a return Ticket, such Passenger may resume Carriage at the point of and on the date of departure shown on the Ticket for return Carriage but he shall not be entitled to resume Carriage at any other point or on any other date and he shall not be entitled to a refund of the fare or of any part of the fare.

9. COMPLIANCE WITH REGULATIONS

- (A) The Passenger shall comply with the regulations issued by Customs or other administrative authorities concerning his own person and the examination of his own Luggage and Checked Luggage. The Passenger shall personally attend at the carrying out of all Customs examinations if required to do so by Customs authorities and shall produce all necessary travel documentation when required to do so by the relevant administrative authorities. The Carrier shall be under no liability towards a Passenger who fails to comply with these obligations.
- (B) The Passenger shall comply with all the Carrier's Regulations and shall be ready to board the Train at the departure time having, before this time, loaded his Luggage onto the Train and completed all procedures for checking in his Checked Luggage. If the Carrier is of the opinion that the Passenger cannot have all procedures completed and his Luggage and person boarded on the Train before the set time for departure, the Carrier may refuse to permit the Passenger to board the Train and the Passenger shall be treated as having failed to travel as booked and a cancellation charge in accordance with the Carrier's booking and Carriage Conditions shall be made by the Carrier. The Carrier shall not be obliged to delay the departure of the Train in order to allow a Passenger who is late to board the Train.
- (C) The Passenger shall leave the Train as soon as it has safely stopped at its destination and he shall remove all his Luggage and personal effects from the Train.

(D) Any dispute on the Train shall be settled provisionally by the on-board Train Manager.

10. CABINS AND SEATS

(A) The Carrier shall have the right to allocate seats, cabins and berths as it thinks fit and to vary any bookings made in respect thereof and to transfer any Passenger from any such seats, cabins and berths to any alternative ones.

(B) Subject to sub-clauses (A), if through shortage of seats, cabins or berths through overbooking or for any other reason the Carrier is unable to provide Carriage to the Passenger on the Train it may:-

(a) offer Carriage to the Passenger on another date without extra charge; or

(b) make a refund of the fare.

Except as provided by this sub-clause, the Carrier shall not be liable for any loss or damage caused by any changes made to the allocation of seats, cabins or berths or for failure to carry the Passenger on the Train or for any loss or damage consequential upon such changes or failure.

11. CANCELLATION AND DELAY BY CARRIER

(A) The Carrier shall not be liable and assumes no responsibility for making any connections. Times shown on the Ticket, on timetables or elsewhere are not guaranteed. Schedules are subject to change without notice.

(B) Subject to sub-clauses (A) and (D) of this clause, if before the commencement of Carriage the Carrier cancels the Carriage service or is unable to perform or to have performed Carriage, the Carrier may:-

(a) offer Carriage to the Passenger on another date without extra charge; or

(b) make a refund of the fare

(C) Subject to sub-clauses (A) and (D) of this clause, if, after the commencement of Carriage, the Carrier cancels or is unable to perform or to have performed onward Carriage to the destination, the Carrier may:-

(a) offer onward Carriage to the Passenger on another date; or

(b) make a refund of the fare paid subject to the deduction from such refund of the Carrier's estimate of the fare applicable to the completed part of Carriage and any other charges payable by the Passenger.

(D) Except as provided by sub-clauses (B) and (C) above, the Carrier shall not be liable for any loss or damage caused by cancellation of Carriage, delay to the Passenger or his Luggage, the non-arrival or the lateness of the Train or of any other service or for any loss or damage consequential upon such cancellation, non-arrival, lateness or delay.

12. DAMAGE BY PASSENGER

The Passenger shall be responsible for any loss or damage caused to the Carrier's property, servants, agents or representatives by anything done by the Passenger or by any articles brought by him onto the Train and he shall indemnify the Carrier against any liability to other persons for any death, injury, damage or loss caused thereby.

13. SERVICES BY SERVANTS OR AGENTS

If, at the request of the Passenger, a servant or agent of the Carrier renders services which the Carrier is under no obligation to render under the Contract of Carriage or which are outside the services for which such servant or agent of the Carrier of the Carrier is employed by the Carrier, they shall be deemed to do so on behalf of the Passenger for whom the services are rendered and the Carrier shall not be liable for any loss or damage whether or not caused by the neglect or default of such servant, agent or representative and the Passenger shall indemnify the Carrier against any liability to other persons for any death, injury, damage or loss caused thereby.

14. SERVICES PROVIDED BY THIRD PARTIES

(A) All services booked by the Carrier with third parties (including but not limited to rail services not provided by the Carrier, airline, hotel, transfer and porter services) are booked as agent for the Passenger and the Carrier shall not be liable for any loss or damage caused to the Passenger or his Luggage in connection with services provided by such third parties.

(B) The Carrier shall not be liable for loss or damage arising out of arrangements made between Passengers and third parties or independent contractors in connection with services that have been booked by the Carrier. Such arrangements may include but are not limited to:-

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- (a) services, products or transportation provided in connection with inclusive holidays which are not under the operation and control of the Carrier; and
 - (b) services or products made available on board the Train which are administered by any doctor, dentist or other medical attendant.

15. BAGGAGE

(A) General

Passengers may take into their carriage and may check in as Checked Luggage free of charge such amount of Luggage as the Carrier's Regulations may from time to time prescribe.

(B) Prohibited Articles

Passengers shall not include in their Luggage:-

- (a) articles which do not constitute Luggage as defined in clause 1 of these Conditions;
- (b) substances and articles the Carriage of which is prohibited in any one of the territories through which the Luggage is carried;
- (c) articles liable to annoy or inconvenience other Passengers or to cause damage or which are dangerous including (but without limitation) loaded firearms, explosives or inflammable substances or articles, oxidising, toxic, radioactive, corrosive or repugnant substances or substances liable to cause infection;
- (d) live animals, birds, insects or fish;
- (e) articles which in the opinion of the Carrier are unsuitable for Carriage because of their weight, size or character;
- (f) illegal narcotic substances other than prescribed drugs;
- (g) motorcycles and similar vehicles, bicycles or perambulators.

(C) Servants or agents of the Carrier shall have the right to satisfy themselves in the presence of the Passenger as to the nature of any Luggage and to carry out such

examinations as they deem fit if the Carrier is of the opinion that there has been a contravention of the provisions of sub-clause (B) above. If it is not possible to determine the person who has taken with him the Luggage to be examined or if the Passenger fails or refuses to attend or can not be found, the Carrier shall carry out this examination in the Passenger's absence and any expenses arising out of that examination shall be paid for by the Passenger.

- (D) If the Passenger's Luggage includes or he is in possession of any articles which are not acceptable as Luggage, the Carriage thereof shall nevertheless be subject to the limitations of liability and other provisions of these Conditions which are applicable.
- (E) The carrier may refuse to carry any Luggage which is not acceptable as Luggage within the provisions of this clause and on discovering that it consists of or includes any such articles it may refuse further Carriage and the Passenger shall not be entitled to a refund of any charges made by the Carrier or if, in connection with such refusal, the Passenger fails to complete Carriage, of any of the fare.

16. ASSISTANCE WITH LUGGAGE

- (A) Porters at railway stations and ports are not employees or agents of the Carrier and the Passenger employs their services at his own risk and expense. Trolleys and other equipment available for use at railway stations and ports are not the property of the Carrier and the Passenger uses such trolleys and equipment at his own risk. The Carrier shall not be liable for any loss or damage to the Passenger or his Luggage or personal effects caused by porters or by trolleys or equipment at railway stations or ports.
- (B) If assistance is given by a servant, agent or representative of the Carrier to the Passenger to load or unload Luggage onto or from the Train or to carry Luggage onto the platform or between vehicles or vessels or any other place, except as fulfilling the Carrier's obligations under the Contract, the servant, agent or representative shall be deemed to render such assistance on behalf of the Passenger and the Carrier shall not be liable for any loss or damage whether or not caused by the neglect or default of such servant, agent or representative.

17. CHECKED LUGGAGE

- (A) The Passenger shall not be allowed to check in Luggage unless he produces at the same time a valid Ticket.

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- (B) The Passenger shall not include in his Checked Luggage fragile or perishable articles, money, jewellery, precious metals, negotiable papers, securities or other valuables, business documents or samples.
 - (C) All Checked Luggage shall be locked and properly packed and labelled. The Carrier shall not be liable for any loss or damage caused by failure to comply with this provision. Labels shall show the name and destination address of the Passenger and the number of the cabin as shown in his Ticket.
 - (D) The Carrier may refuse to accept for Carriage Checked Luggage which is in a defective state or condition or which is inadequately packed or which shows signs of obvious damage or which is not properly labelled. If the Carrier accepts such Luggage, it shall not be deemed to have accepted liability in respect thereof. The Carrier may note on the Passenger's Ticket, that the Luggage is in a defective condition and acceptance of the Baggage Check or Ticket with such note shall be treated as an acknowledgement by the Passenger that the condition of the Luggage is as described.

18. DELIVERY OF CHECKED LUGGAGE

- (A) The Carrier shall deliver Checked Luggage to the person presenting his Ticket and showing the number of the cabin and on payment of all unpaid sums due to the Carrier under the Contract of Carriage.
- (B) Delivery of Checked Luggage shall be effective when it is deposited in the cabin as shown on the Baggage Tag attached to the Luggage, or where delivery is to be effected at the place of destination or Stopover when, on the Passenger having produced his ticket for inspection by the Carrier or the Passenger having established his right to possession of the Luggage, the Passenger takes possession of or has reasonable opportunity of taking possession of the Luggage.
- (C) The Carrier shall not be obliged to verify that the Passenger claiming the Luggage is the owner of it or is entitled to take delivery. Failing production by the Passenger of a Ticket showing the number of the cabin and such number corresponding to the number on the Baggage Tag of the Luggage claimed, the Carrier shall not be obliged to hand over the Luggage unless the person claiming it proves his right thereto and may require security to be given by such person for handing over the Luggage.

19. COLLECTION

(A) The Passenger shall collect his Checked Luggage as soon as it is available for collection

(B) Uncollected Luggage

- (a) The carrier takes no responsibility either as carrier or as warehouseman in respect of Luggage other than Checked Luggage after the Passenger has reached his destination and has had reasonable opportunity of removing his Luggage and, in respect of Checked Luggage, after delivery has been or is deemed to have been effected;
- (b) A charge shall be made for any Luggage not claimed on completion of Carriage or left on the Train or at the station which is stored by the Carrier and unless claimed within 28 days it shall be deemed abandoned and may be sold or disposed of by the Carrier and the proceeds of sale retained by the Carrier. Perishables may be sold or disposed of immediately they are found. The Carrier shall have a particular and a general lien on Luggage which is stored by it in respect of its expenses and charges and all monies owed to it and may, before the expiry of 28 days, if it seems to it that the proceeds of the sale of the Luggage might not be sufficient to cover 28 days' storage charges, debts or expenses, sell such Luggage and apply the proceeds of sale in payment of such debts, charges and expenses.

20. CARRIER'S LIABILITY FOR DELAY, LOSS AND DAMAGE TO LUGGAGE

(A) Carriage

All Luggage is carried at the Passenger's own risk and the Carrier shall not be liable for any loss of or from or for damage to such Luggage, howsoever caused, unless through the wrongful act or wilful neglect of the Carrier.

(B) Limitation Of Liability

In the event of the Carrier being liable for loss of or from or for damage to Luggage, such liability shall in any case be limited to £2,500 sterling (or such other amount may be notified by the Carrier) or the currency equivalent per Passenger.

(C) Delay

The Carrier shall be under no liability for delay to Luggage

(D) Exclusions

The Carrier shall not in any event be liable for:-

(a) Loss of or from or for damage to Luggage caused by:-

(i) its being improperly or insufficiently packed or labelled; or

(ii) its comprising or containing any fragile or brittle article liable to be broken or to damage any other article;

(b) its comprising or containing articles not acceptable for Carriage or which otherwise cause loss or damage;

(c) loss of or from or for damage to any Luggage caused by the act, neglect or default of the Passenger;

(d) loss of or from or for damage to Luggage caused by the failure of the Passenger to comply with these Conditions, the Carrier's Regulations or COTIF or Conditions of Carriage applicable to Carriage;

(e) indirect or consequential loss or damage;

(f) the act, neglect or default of servants, agents or representatives of KTM, SRT or any other railway authority over whose rail network any part of the Carriage is performed.

and on the Carrier showing that the loss or damage could be attributable to one or more of the matters referred to in this sub-clause, it shall be presumed to have been so caused unless the Passenger proved that it was not in fact attributable to one or more of these matters.

(E) In the event that the Carrier is liable pursuant to this Clause for loss of or from or for damage to Luggage, any contributory negligence by the Passenger shall be subject to the applicable English law relating to contributory negligence

21. CARRIER'S LIABILITY FOR DEATH, INJURY AND DAMAGE TO THE PASSENGER

- (A) The Carrier shall not be liable for death or personal injuries to the Passenger except upon proof that such death or personal injuries were caused by the wrongful act or wilful neglect of the Carrier (and to the extent that such liability can not by law be excluded).
- (B) The Carrier shall not in any event be liable for mental distress or suffering whether or not caused by the neglect or default of the Carrier.
- (C) If the Passenger's age or mental or physical condition is such as to involve any risk or hazard to himself, the Carrier shall not be liable for any injury, disability or illness, including death, attributable to such condition or for the aggravation of such a condition.
- (D) The Carrier shall not be liable for indirect or consequential loss.
- (E) In the event that the Carrier is liable for death or personal injuries or damage to the Passenger, any contributory negligence by the Passenger shall be subject to the applicable English law relating to contributory negligence.

22. EXCLUSIONS AND LIMITATIONS

- (A) Nothing herein shall waive any exclusion or limitation of liability of the Carrier under any applicable law or convention. In the event that the whole or any part of the Convention is held to apply to anything herein despite the express condition herein that the Convention or any part of it shall not be applicable, all exclusions and limitations of liability of the Carrier under the Convention shall also apply.
- (B) The Carrier shall not be liable for any loss or damage or delay caused by an accident, incident or event outside the control of the Carrier including (but without limitation) nuclear accident, act of God, strikes or labour disputes, civil unrest or strife, war, acts of terrorists, robbers or thieves or adverse weather conditions.
- (C) Any exclusion or limitation of liability of the Carrier shall be for the benefit of and apply to the Carrier's servants, agents and representatives and so far as permitted by law to any other person or authority whose Trains or tracks or other vehicles are used by the Carrier for Carriage and his/its servants, agents and representatives.

23. MODIFICATION AND WAIVER

No agent, servant or representative of the Carrier has authority to vary, modify or waive any of the terms of the Contract of Carriage

24. CLAIMS AND ACTIONS

(A) General

Except as provided in sub-clause (B) below, departure from the Train at point of destination or of Stopover, as the case may be, by the Passenger shall extinguish all rights of action against the Carrier arising from the Contract of Carriage for any loss or damage whatsoever unless:

- (a) the Passenger complained to the Carrier immediately on discovery of the loss or damage and in any case before departure from the Train at the first point of destination or Stopover, as the case may be, after which it is discovered or, if the event or occurrence giving rise to the claim took place or the loss of damage is discovered at the point of destination or Stopover, not later than the departure of the person from the immediate environs of the Train; or
- (b) the event or occurrence giving rise to the claim was so grave and of such magnitude and the resulting loss or damage was so obvious at the time the event or occurrence took place that the Carrier could not reasonably have failed to know that it took place and that it would be the subject of a claim; or
- (c) the loss or damage is not apparent and is not and could not have reasonably have been discovered until some time after departure of the Train, provided that:
 - (i) immediately after discovery of the loss or damage and in any case within 28 days of departure from the Train at the point of destination or Stopover, as the case may be, next after the event or occurrence giving rise to the loss or damage took place, the Passenger complains to the Carrier and provides full details of the event or occurrence and of the loss or damage suffered;
 - (ii) the Passenger proves that the loss or damage occurred during Carriage;

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- (d) a complaint shall not be validly made under paragraph (a) of this sub-clause unless it is made to the on-Board Train Manager.

(B) Damage And Partial Loss Of Luggage

Acceptance of Checked Luggage or the removal of Luggage from the Train by or on behalf of the person entitled to make a claim or claim or bring an action shall extinguish all rights of action against the Carrier arising from the Contract of Carriage for damage or for partial loss unless:-

- (a) the person complained to the Carrier immediately on discovery of the loss or damage and in any case before acceptance or removal as the case may be; or
- (b) the loss or damage is not apparent and is not and could not reasonably have been discovered until after acceptance or removal as the case may be of the Luggage, provided that:
- (i) immediately after discovery of the loss or damage and in any case within 28 days of acceptance or removal, as the case may be, of the Luggage, the person complains to the Carrier and provides full details of the loss or damage to the Carrier; and
- (ii) the person proves that the loss or damage occurred while the Checked Luggage was in the sole custody of the Carrier between the time of acceptance for Carriage and the time of delivery or deemed delivery or while the Luggage was on the Train;
- (c) in the case of a complaint made under paragraph (a) above, the Carrier may make a written report as soon as possible thereafter of the condition of the Luggage and so far as possible of the extent of the loss or damage, its cause and the place where it occurred which report shall be conclusive evidence of the condition of the Luggage and of all other facts within the Carrier's knowledge.

(C) Claims

All claims must be made in writing to the Carrier at its head office within 28 days of the date of completion of the journey. A claim may only be made by a person who produces the Ticket or Baggage Check as the case may be or furnishes other proof of his right to bring an action against the Carrier and the Carrier may, on settlement of the claim, retain all documents submitted in support of the claim.

(D) Actions

(a) Luggage

Any right to damages for loss of or from or for damage to Luggage shall be extinguished if the action is not brought within one year from the date of the loss or damage or the date of discovery of the loss or damage, calculated from the date of discovery of the loss or damage or the date of discovery of the loss or damage or the date when Carriage was completed, which ever is the earlier.

(b) Death Or Injury To A Passenger

Any right to damages for death or injury to a Passenger shall be extinguished if the action is not brought within three years of the date of the accident which gave rise to the claim.

(E) Nothing herein shall waive or exclude any shorter periods of limitation for the making of claims or the bringing of actions against the Carrier under any applicable law or convention.

25. JURISDICTION AND APPLICABLE LAW

(A) Claims Against the Railways Authorities

The Passenger acknowledges that Legal proceedings in respect of any claim against either KTM or SRT or any other railway authority over whose rail network any part of the Carriage is performed may only be instituted in the competent court of the State on whose territory the accident or incident occurred which gives rise to the claim and that such claims will be decided in accordance with the laws of that State.

(B) Claims Against Other Parties

Except as provided in sub-clause (A) Carriage hereunder shall be governed by English law and the English courts shall have sole jurisdiction in respect of any claim relating to such Carriage.

(C) Exclusion of Jurisdiction

Except as provided in sub-clause (A) above, the jurisdiction of the courts of all other States is hereby expressly excluded.