



Terms & Conditions of Travel

These Terms and Conditions constitute a written agreement between Epping Ongar Railway Holdings Ltd and its Customer (this being the person(s) who uses the products or services of Epping Ongar Railway Holdings Ltd). Epping Ongar Railway Holdings Ltd and its Customer(s) accept and agree to be legally bound by these Terms & Conditions. Full or part payment and acceptance of such by Epping Ongar Railway Holdings Ltd to use the products or services of Epping Ongar Railway Holdings Ltd signifies an understanding and acceptance of these Terms & Conditions.

Booking Options, Payment & Guarantee

If booking directly online, your credit or debit card details will be requested to complete your purchase and a "print-at-home" ticket will be generated. Full payment, as itemised, shall be debited and your account statement will identify the transaction as TYG Tickets. This is our 3rd party payment clearing provider who operate our secure, and can be contacted directly at: Tyg Ltd, Muncaster Castle, Ravenglass, Cumbria, CA18 1RQ. Tel: 0845 051 3991.

Reservations

Advance reservations are recommended to prevent disappointment, especially for special events. Such reservations can be made through the Epping Ongar Railway Holdings Ltd website (<http://eorailway.co.uk>), directly with the Epping Ongar Railway Holdings Ltd telephone booking line: +44 (0)1277 365200 or through an approved Epping Ongar Railway Holdings Ltd booking representative (such as Tourist Offices, Bus Stations, Hotels and other such outlets).

Payment (Or Balance Payment)

Full payment (or balance payment, if applicable) must be made prior to undertaking your journey and may be done so by personal cheque, cash, Visa, MasterCard, Switch, Solo, Delta, Maestro and Electron are all acceptable forms of payment. A full receipt can be issued upon request.

If booking through an approved Epping Ongar Railway Holdings Ltd representative, full payment may be taken in accordance with their own terms and conditions of ticket sales. Your reservation is duly guaranteed by the issuing of a payment receipt or train ticket(s).



Cancellation by the Customer

Epping Ongar Railway Holdings Ltd regrets that all bookings are final and in the event of cancellation by the customer (for whatever reason) no refund will be made.

Cancellation by Epping Ongar Railway Holdings Ltd

Where Epping Ongar Railway Holdings Ltd cancels, for whatever reason, and an alternative cannot be offered or taken, there shall be no penalty or administration charge and a refund in full (if applicable) shall be made within ten (10) working days of such a cancellation being advised and confirmed. No compensation, consequential losses or other such claim shall be accepted in the event of such a cancellation.

Booking Amendments

Epping Ongar Railway Holdings Ltd regrets that all bookings are final and no amendments can be made.

Under certain circumstances we may amend your booking (provided that Epping Ongar Railway Holdings Ltd has received at least 7 days notice prior to the day of travel) but this is at the discretion of the Railway and will be subject to a £5 administration fee.

Prices Quoted

Prices quoted shall be current at the time of booking, acceptance and acknowledgment. The price agreed shall not be subject to any change unless forced due to circumstances beyond our control. Such circumstances shall include fuel surcharges or price increases exceeding 10% imposed after the booking, civil riot, region or National emergency, war, route closure, etc. Where such a price amendment is necessary, you will be notified in writing no less than twenty-eight (28) days prior to your booking. Should a price amendment be unacceptable, the booking may be cancelled in accordance with our Cancellation Policy above but without penalty or administration charge if confirmed as cancelled ten (10) days or more prior to the departure date.

Price Inclusions

Your Epping Ongar Railway Holdings Ltd price shall include everything as indicated on the ticket (if applicable), transportation vehicle, competent driver & staff, statutory insurance, VAT, all taxes and anything specifically mentioned as "included".

Standard leisure travel tickets include the following travel:



- Rail travel between Ongar and North Weald
- Rail Travel between North Weald and the termination of services at the Epping end (at the discretion of the company)
- Bus travel between Epping Underground station, Epping High Street, North Weald station, Four Wantz Roundabout, Ongar Station, Ongar Two Brewers.

Price Exclusions

Your Epping Ongar Railway Holdings Ltd price shall exclude personal insurance, snacks, lunch, beverages, optional activities and excursions, parking, gratuities and any other items not specifically mentioned as being included.

Concession Requirements

As a general rule, bookings will be accepted at face value at the time of booking. However, at the Station Master's or Ticket Inspectors discretion, proof of any concession entitlement claimed may be requested at any time during fulfilment of the booking. Such proof shall include passport, identity card, student card or any other such document that contains a recognisable photograph and date of birth. Failure to produce such evidence immediately upon request may result in the concession being withdrawn and payment being requested amounting to the difference between what has already been paid and the full published adult price.

Attractions, Highlights & Stops

Attractions, highlights and stops visited during fulfilment may have specific reservation rules, payment procedures, health & safety rules and terms & conditions which shall be applicable in full in conjunction with these terms & conditions. The Epping Ongar Railway Holdings Ltd booking office will provide the details for these (if available) upon request.

As in any product and service of this type, you are entirely responsible at all times for your own safety and for that of others, especially whilst not travelling in a seated position. Going off any unmarked pathways, through closed gates, off the ends of platforms, barriers, crossing tracks, leaning out of windows or otherwise is done so entirely at your own risk and no responsibility can, or shall, be taken by Epping Ongar Railway Holdings Ltd in such an instance. If in doubt, please ask.

Seating

Where seat positions are not specified, seating assignments will be on a "first come, first serve" basis. In order for passengers to share equally in the



pleasure of the tour, seats may be rotated in a definite pattern upon request and at the discretion of the Station Master or Travelling Ticket Clerk.

Fare Use Policy

Epping Ongar Railway Holdings Ltd standard leisure fares include unlimited travel. This is subject to a Fare Use Policy, to rotate the seating available and assist all our customers to have an enjoyable visit. At the Station Master or Travelling Ticket Inspector's discretion those who have travelled in the same seat for the previous departure from the named station, may be asked to vacate their seat to allow others to sit. They may, at their discretion, request you to sit or stand in another part of the vehicle.

Children

Full responsibility for children remains with the accompanying adult, including general behavioural control so as not to disturb the other passengers. For safety reasons all children under the age of 14 must be accompanied by a fare paying adult whilst on EOR property.

Special Needs

Epping Ongar Railway Holdings Ltd offers a selection of options for disabled or special need passenger. Please discuss matters of this nature with us prior to booking and we will advise and make every effort to accommodate special needs accordingly, including reserving disabled parking space(s). We reserve the right to require persons who are unable to travel independently to be accompanied by a companion who is able to provide any necessary assistance and take full responsibility accordingly. This carer may travel at Concession fare. Our Accessibility Statement is available on request to Ticket Offices or to download online.

Animals / Pets

Accompanied dogs kept on leads are only permitted to use EOR free of charge. Full responsibility for such an animal remains with the accompanying person, including feeding, hygiene and general control so as not to disturb the other passengers. Animals are not permitted in First Class accommodation.

Passenger Comfort

For the comfort and safety of all our passengers, the use of alcohol, tobacco and non-prescribed drug products is strictly prohibited throughout the railway, including inside coaches, buses, station buildings, platforms, gift and catering outlets and under the Ongar front canopy at all times.



Insurance

Epping Ongar Railway Holdings Ltd operates within UK laws that include compulsory and statutory insurance against accident and third party liability. Passenger insurance against personal injury, item theft, loss, or any other such event is not included and it is highly recommended that you take out your own Travel Insurance in good standard travel procedures.

Late Arrival or Failure to Attend

In the interests of all, Epping Ongar Railway Holdings Ltd operates a strict time-keeping policy for all departures and will operate punctually to a synchronised GMT time. In the event of missing a departure or failure to show up on the specified day (and where appropriate at the specified time) for whatever reason, then the booking will be deemed as cancelled in accordance with our Cancellation Policy above and the full booking price shall be forfeited. In such an instance, it shall be the passenger's sole responsibility to travel further if required. No compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event.

Baggage

Passengers may bring with them, or accumulate, baggage that shall be of a suitable size so as to fit in the dedicated luggage compartment, overhead storage racks or under the seat. Child pushchairs, golf sets, bicycles and additional baggage are also permitted as long as they are suitably folding and portable so as to fit into the standard storage compartments or Guard's luggage area. Bulky luggage is accepted at the Guard's discretion. It is best to check with EOR prior to bringing or purchasing any large item. Epping Ongar Railway Holdings Ltd will not accept any liability for loss, damage, breakage, theft, general handling or otherwise of any baggage.

Overall Enjoyment

Epping Ongar Railway Holdings Ltd will not accept responsibility for your overall enjoyment. Whilst every effort will be made to maximise your pleasure and experience, it is accepted that every person's preference and tastes are unique and it would be impossible to satisfy all of our customers all of the time. Every effort will be made to run the specified trains and buses to the published timetable, however unforeseen circumstances may entail alteration or cancellations, which may include substituting traction type (diesel for steam or vice versa). However, Epping Ongar Railway Holdings Ltd recognises that its own success is dependent on word of mouth referral and prioritises customer satisfaction accordingly.



Weather Conditions affecting Customers

Epping Ongar Railway Holdings Ltd will not accept responsibility for Weather Conditions that affect customers ability to travel to EOR. No refunds will be offered and no alternative date will be given for travel if customers are unable to arrive on the specified day and time for travel or event. Please see Cancellation by The Customer clause above.

Weather Conditions affecting EOR

Epping Ongar Railway Holdings Ltd will not accept responsibility for last minute alterations to the timetable or cancellations due to weather or other related circumstances that are beyond our control. In the event of such an occurrence, you will be offered an alternative tour date or cancellation in accordance with the Cancellation By Epping Ongar Railway Holdings Ltd clause above.

Railway Conditions

Epping Ongar Railway Holdings Ltd will not accept responsibility for delays or otherwise due to unforeseen railway conditions or other related circumstances that are beyond our control. In the event of such an occurrence, no compensation, consequential losses or other such claim shall be accepted.

Breakdown or Immobilisation

Epping Ongar Railway Holdings Ltd will not accept responsibility for last minute cancellations, change of traction type (steam/diesel), delays or other related circumstances due to vehicle breakdown or immobilisation. In the event of such an occurrence, no compensation, consequential losses or other such claim shall be accepted. If this occurrence happens after departure Epping Ongar Railway Holdings Ltd shall be responsible for returning you to your confirmed drop-off point within a reasonable time, via train or bus transport at its discretion.

Liability

In so far as our duties extend in providing a professional, safe and fit-for-purpose product, Epping Ongar Railway Holdings Ltd, its staff and its agents shall not be liable for any injury, loss, expense, damage, accident, delay, irregularity, stranded individual, personal negligence, weather, quarantines, sickness, disease, act of God, Government restriction, legal regulation or otherwise which are adjudged to be out of EOR's control.

Epping Ongar Railway Holdings Ltd, its staff and its agents shall not be liable for any injury, loss, expense, damage, accident, delay, irregularity, stranded individual, personal negligence, weather, quarantines, sickness, disease, act of God, Government restriction, legal regulation or otherwise for any individual



or company furnishing sub-contract services, transportation, attractions, accommodation or any other product or service in connection with a EOR visit.

It is clearly stated, understood and agreed that, to the fullest extent to which liability may be excluded or avoided, Epping Ongar Railway Holdings Ltd will have no liability, whether in contract or otherwise, for any losses, costs or damages, and in no event will be liable for any direct, indirect, incidental, special, punitive, expectancy or consequential damages, even if they are foreseen or foreseeable, arising or resulting from, or related to, the services and products of Epping Ongar Railway Holdings Ltd.

In all cases, the maximum liability payable by Epping Ongar Railway Holdings Ltd shall not exceed the total fee collected for the provision of the goods and/or services provided.

Warranty

Epping Ongar Railway Holdings Ltd provides its service strictly on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose. Your UK statutory rights are unaffected by our Warranty terms.

Epping Ongar Railway Holdings Ltd is not responsible for, provides no representations, warranties or guarantees with respect to, and will not be held liable in any way for any content, information, services or material on any third party supplier, including, without limitation, any third party recommended, named or utilised by Epping Ongar Railway Holdings Ltd during a visit.

It is clearly stated, understood and agreed that, to the fullest extent to which warranty may be excluded or avoided, the maximum warranty payable by Epping Ongar Railway Holdings Ltd shall not exceed the fee collected for the provision of the goods and/or services provided.

Reserved Rights

- The right is reserved to make operational changes at any time, whether to the route, haulage type (steam/diesel), itinerary or otherwise, with or without notice, which is considered necessary prior to departure.
- The right is reserved to cancel any booking at any time, should conditions or circumstances necessitate, offering substitutes of equal value or a full refund without administration charge or penalty as detailed under our Cancellation by Epping Ongar Railway Holdings Ltd clause above. If circumstances warrant such action a full and documented reason shall be provided.
- The right is reserved to require persons who are unable to travel independently and those under 14 years old to be accompanied by an adult



companion who is able to provide all necessary assistance and take full responsibility accordingly.

- The right is reserved to decline to accept, or retain, any person as a member of the passengers at the discretion of a Epping Ongar Railway Holdings Ltd member of staff. If circumstances warrant such action a full and documented reason shall be provided and an equitable cash amount without penalty or administration charge shall be refunded in accordance with our Cancellation by Epping Ongar Railway Holdings Ltd clause above. In such an instance, it shall be the passenger's sole responsibility to travel further (or return to the tour starting point). No compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event.

Reasons for such action shall include, but not be limited to:

§ Violent, racist, verbal abuse or other such unacceptable behaviour.

§ Failure to comply with the laws of the United Kingdom.

§ Drunk and disorderly behaviour.

§ Misuse of un-prescribed drugs.

§ Refusal or failure to comply with health & safety issues.

§ Refusal or failure to provide suitable evidence of entitlement to partake in a tour.

§ Refusal or failure to pay the correct fee for taking a tour.

§ Any other behaviour deemed disruptive, dangerous or insulting to other passengers.

- The right is reserved to re-allocate an unsecured booking at any time.

- The right is reserved to make alterations or changes to these Terms & Conditions at any time, ensuring that customers with existing bookings receive the latest copy prior to taking their booking. Should the revised Terms & Conditions be unacceptable to a pre-booked customer, the booking may be cancelled without penalty or administration charge as detailed under our Cancellation by Epping Ongar Railway Holdings Ltd clause.

Force Majeure

Except where otherwise expressly stated in these conditions, we cannot, and will not accept liability or pay compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you



otherwise suffer any damage or loss, as a result of “force majeure”. For the elimination of doubt, in these conditions, “force majeure” means any event which we, or our sub-contractors, could not, even with all due care, foresee or avoid. Such events include, but are not limited to, war, threat of war, riot, civil strife, terrorism, industrial disputes, natural disaster, adverse weather, fire, etc.

Complaints & Disputes

Any disputes or complaints must be brought to the attention of Epping Ongar Railway Holdings Ltd in writing no longer than twenty-one (21) days from the origin such. Epping Ongar Railway Holdings Ltd shall then be granted an additional sixty (60) days to investigate and resolve such a dispute or complaint without involving third parties or outside solicitors, litigation or counsel.

In the event of a complaint or dispute not being satisfactorily resolved, both parties (the Customer and Epping Ongar Railway Holdings Ltd) irrevocably agrees that the dispute will be settled and determined by final and binding arbitration pursuant to the United Kingdom and that such arbitration will be conducted in accordance with the Rules and Procedures in current effect under English law.

Any correspondence must be addressed to the address outlined at the top of this document.

Miscellaneous

This document will be periodically reviewed. These terms and conditions cannot be varied by any servant or employee of the company. All alterations will only be made in writing by the General Manager. Any update to this will be advised through the company’s website.

This policy will be available for inspection by both staff and customer upon request to the nominated officer or company representative.