

EPPING ONGAR RAILWAY

Driver and Signal Box Experiences Terms and Conditions

Your experience day is an important day and we know that many of our customers have invested not just a significant amount of money but also time and effort in getting friends and family along to enjoy the day with them. However sometimes things do not turn out as planned and for this reason we have put together these terms and conditions in plain English. We have a generic 'force majeure' condition which we apply to our experiences.

1. If we are unable to run your experience on the day planned we will offer you the choice of booking on another day or a full refund of your money. We cannot compensate you for any consequential losses such as travel, hotels or similar costs. However we will provide written confirmation of the cancellation to your insurance company should you have a policy that covers such losses.
2. We have a range of locomotives available and if you have a preference then we will try to accommodate that. However if your preferred locomotive not available then we reserve the right to substitute the locomotive with an alternative diesel or steam locomotive. We will give you as much notice as possible but in the case of failure of the locomotive itself this may not be possible.
3. If your driver experience relates to a specific locomotive – such as occurs when we have visiting locomotives – condition (2) above does not apply and on this occasion we will offer you the chance to have the experience with an alternative locomotive or a refund. Any premium chargeable over our standard driver experience prices will be refunded if you decide to come along in any case.
4. If your driver experience has to be abandoned on the day for any reason, we will offer you the chance to book another driver experience within a year, at no extra cost. In relation to our Signal Box Experiences if our services finish earlier than planned and there are no movements after 1500 then you will be offered the chance to book another signal box experience within a year, at no extra cost.

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5. Cancellation Policy

For a no quibble refund, our policy is that if you cancel with more than 2 months' notice we will give you a full refund. If you cancel with fewer than 2 months' notice, we will put the ticket back on sale and if we sell it at a full or discounted price then we will refund the value that the ticket was resold at.

Notwithstanding the above, we will consider any request for a full refund within 2 months on its own merits for reasons such as a serious illness or bereavements of close family members or friends or the participant him/herself.

6. Force Majeure

Subject to paragraphs 6(a) and 6(b) below, neither parties shall be in breach of this agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "Force Majeure Event"). This includes strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

6(a) A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

(i) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

(ii) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

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(iii) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

6 (b) Nothing in this clause 6 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed elsewhere in this document).

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