EAST LANCASHIRE RAILWAY
GENERAL BOOKING TERMS & CONDITIONS

These General Booking Terms & Conditions apply to consumer bookings made with the East Lancashire Railway.

Additional conditions apply to certain tickets, events, experiences and other products. Where additional conditions apply, they will be made available during the booking process.

Where railway travel is included, the East Lancashire Railway Conditions of Carriage also apply.

Nothing in these Terms & Conditions affects your statutory rights.

1. ABOUT THESE TERMS

1.1 These General Booking Terms & Conditions apply when you purchase tickets, travel, events, dining experiences, railway experiences, gift vouchers or other consumer products from the East Lancashire Railway ("ELR", "we", "us" or "our").

1.2 Certain products have additional conditions because of their particular nature. These include: Standard Travel Conditions; Special Event Conditions; Dining With Distinction Conditions; Santa Special Conditions; Railway Experience Conditions; Gift Voucher Conditions; Residents Permit Conditions; and Family & Promotional Fare Conditions. Where applicable, these additional conditions form part of your contract with ELR.

1.3 Where railway travel is included, the ELR Conditions of Carriage also apply.

1.4 If there is an inconsistency between these General Booking Terms and specific conditions expressly applicable to the product you have purchased, the product-specific conditions will apply in relation to that product.

1.5 Important information specific to your booking, including the price, date, time, ticket validity, what is included and any material restrictions, will be provided as part of the relevant product and booking information.

1.6 Please read the information applicable to your booking before completing your purchase.

1.7 Nothing in these Terms & Conditions excludes, restricts or otherwise affects any statutory rights or remedies available to you under applicable consumer law.

2. MAKING A BOOKING

2.1 Bookings may be made online, by telephone or in person where those booking methods are available.

2.2 Online ticketing services may be provided by an authorised ticketing provider acting on behalf of ELR. Unless you are expressly informed otherwise before purchasing, your contract for an ELR product is with ELR.

2.3 A booking is confirmed when the required payment, or any required deposit, has been accepted and booking confirmation has been issued.

2.4 You are responsible for providing accurate information when making a booking.

2.5 Please check your booking confirmation promptly after receiving it. If you believe any information is incorrect, please get in touch with ELR as soon as reasonably possible.

2.6 Where you make a booking on behalf of other people, you are responsible for ensuring that they are aware of the conditions and important information applicable to the booking.

2.7 ELR may reasonably restrict the number of tickets or products purchased in a single transaction where necessary for reasons including capacity management, safety, operational requirements or the prevention of unauthorised resale.

3. PRICES AND PAYMENT

3.1 Prices include VAT where applicable.

3.2 The total price and any mandatory charges applicable to your booking will be presented in accordance with applicable consumer law before you complete your purchase.

3.3 Where an online booking fee applies, the amount and basis of that fee will be clearly presented as part of the booking process.

3.4 Where ELR's current £2.50 online booking fee applies, this is charged once per applicable online transaction rather than per individual ticket.

3.5 Optional products or services offered during the booking process will be identified separately and will not be added without your choice.

3.6 Payment must be made using one of the payment methods accepted at the time of booking.

3.7 Discounts, promotional codes and special offers are subject to their individual conditions. Unless expressly stated otherwise, discounts and promotional offers cannot be combined or applied retrospectively to a completed booking.

3.8 Where eligibility for a discounted product depends upon age, residency, membership or another qualifying condition, ELR may require reasonable evidence of eligibility.

4. PRICING AND DESCRIPTION ERRORS

4.1 ELR takes reasonable care to ensure that prices, descriptions and booking information are accurate.

4.2 Occasionally, a genuine and obvious pricing, description or technical error may occur.

4.3 Where an obvious error is identified before a booking has been confirmed, ELR may correct the information before accepting the booking.

4.4 Where an obvious error affects a confirmed booking, ELR will contact you as soon as reasonably practicable and explain the reasonable options available.

4.5 Nothing in this section affects any rights available to you under applicable law.

5. TICKETS AND BOOKING CONFIRMATIONS

5.1 Tickets are valid only for the date, service, event, experience or validity period stated on the ticket or booking confirmation.

5.2 Certain products, including Day Rovers, may permit travel on multiple eligible services during their stated period of validity.

5.3 Special events, Dining With Distinction services and premium experiences are not included within standard travel tickets unless expressly stated otherwise.

5.4 Customers may be required to produce a valid ticket or booking confirmation for inspection during their visit.

5.5 Tickets must not be fraudulently reproduced, altered or deliberately misused.

5.6 Where a ticket or product is personal to the purchaser or another named customer, it must not be transferred without ELR's permission.

5.7 Tickets must not be resold for commercial gain without ELR's prior written permission.

5.8 ELR may cancel or refuse to accept tickets which it reasonably believes have been obtained, transferred, reproduced or resold fraudulently or in material breach of these conditions.

6. CUSTOMER CANCELLATION OR CHANGE OF MIND

6.1 There is no general right to a refund simply because you decide not to travel, attend or use your booking. Unless the applicable product conditions provide otherwise, tickets are therefore non-refundable where you choose not to use them.

6.2 Different cancellation arrangements may apply to particular products, including Dining With Distinction, Santa Specials, group bookings and railway experiences. Where different arrangements apply, these will be provided before purchase.

6.3 Where you miss a booked service, event or experience because of late arrival or circumstances for which ELR is not responsible, a refund will not normally be available.

6.4 ELR may occasionally agree to a transfer, credit or alternative date as a discretionary customer-service arrangement. Providing such an arrangement on one occasion does not create an entitlement to the same arrangement for another booking.

6.5 Nothing in this section affects any statutory right to a refund, price reduction, repeat performance or other remedy.

7. CHANGES MADE BY ELR

7.1 ELR operates a heritage railway using historic locomotives, rolling stock and infrastructure. Services, events, and experiences may occasionally require changes due to mechanical, operational, safety, weather, or other circumstances.

7.2 ELR may make reasonable changes where necessary. Depending upon the product, these may include changes to locomotives or traction; rolling stock; timetables; departure or arrival times; platforms; train formations; seating arrangements where operationally necessary; menus or catering arrangements;

performers or entertainment; activities or attractions; and other operational elements of a service, event or experience.

7.3 Minor changes: A change which does not significantly alter the overall nature of the product purchased will not normally entitle you to a refund.

7.4 Material changes: Where ELR makes a change which significantly alters the fundamental nature of the product purchased, we will explain the options reasonably available to you. Depending upon the circumstances and your legal rights, these may include accepting the revised arrangements; transferring to an alternative date or product; receiving an appropriate credit; receiving an appropriate price reduction; or receiving a refund.

7.5 Whether a change is material will depend upon the nature of the product purchased and the significance of the changed element to the booking as a whole.

7.6 Additional provisions relating to matters such as locomotive substitution, entertainment, menus and event activities may be contained in the relevant product conditions.

8. CANCELLATION BY ELR

8.1 ELR may occasionally have to cancel a service, event or experience because of circumstances including mechanical failure, infrastructure problems, severe weather, fire risk, safety concerns, operational requirements, emergency-service instructions or other circumstances.

8.2 Where ELR cancels the principal product purchased and cannot provide it, customers will be offered the remedy to which they are entitled. Depending on the circumstances, this may include a transfer to another date, an appropriate alternative product, credit as agreed with the customer, or a refund.

8.3 Where ELR cancellation results in you being entitled to a full refund, any mandatory ELR booking fee paid directly in connection with that booking will also be refunded.

8.4 Charges relating to genuinely optional products or services provided by third parties may be subject to the conditions applicable to that product or provider.

8.5 Where reasonably practicable, ELR will use the contact information associated with your booking to communicate significant cancellations or changes. Customers should nevertheless check relevant service and event information before travelling.

9. REFUNDS

9.1 Where a refund is due, it will normally be returned using the original payment method where reasonably possible.

9.2 ELR will process refunds within the period required by applicable law (28 Days) and without unreasonable delay.

9.3 The amount refunded will depend upon the circumstances giving rise to the refund and the product purchased.

9.4 Where you are entitled to a full refund because ELR has cancelled the principal product, the refund will include any mandatory ELR booking fee paid in connection with that transaction.

9.5 Optional products or services provided by third parties may be subject to separate refund arrangements.

10. CHILDREN AND YOUNG PEOPLE

10.1 Children aged 0–15: Children aged 0 to 15 years must be accompanied at all times by a responsible adult aged 18 or over. Children aged 0 to 15 are not permitted to travel on ELR services or visit ELR stations or event spaces without an accompanying responsible adult.

10.2 Young people aged 16–17: Young people aged 16 or 17 may travel independently on ELR services and visit the railway without an accompanying adult. However, a person aged 16 or 17 cannot act as the responsible adult for a child aged 0 to 15. Where a young person aged 16 or 17 is travelling with a child aged 0 to 15, the group must also be accompanied by a responsible adult aged 18 or over.

10.3 Supervision: Parents, guardians and accompanying adults are responsible for appropriately supervising children in their care throughout their visit, including on trains, at stations and within event spaces.

10.4 Child and infant fares: The age at which a child or infant travels or attends free of charge, or qualifies for a child fare, may vary between standard travel and individual events, experiences or products. The applicable age categories and fares will be clearly displayed with the relevant product before purchase.

10.5 Event and experience requirements: Certain events, activities and railway experiences may have additional age, height, supervision or safety requirements. Where these apply, they will be stated in the relevant product information or product-specific conditions.

10.6 Further information is available in ELR's Travelling with Children / Child Travel Policy.

11. CUSTOMER CONDUCT AND SAFETY

11.1 Customers must behave in a reasonable manner and comply with lawful and reasonable instructions given by authorised ELR employees, volunteers and representatives.

11.2 ELR may refuse admission or travel, or require a person to leave a train, event or ELR premises, where reasonably necessary because of violent, abusive, threatening or discriminatory behaviour; excessive intoxication; behaviour likely to endanger themselves or another person; interference with railway equipment; unauthorised entry into restricted areas; opening train doors while a train is moving; leaning from windows contrary to safety instructions; smoking or vaping in prohibited areas; deliberate ticket fraud or misuse; or serious or repeated failure to comply with reasonable safety instructions.

11.3 Where admission or travel is refused because of the customer's own conduct, a refund will not normally be provided.

11.4 Nothing in this section permits ELR to discriminate contrary to applicable law.

12. ACCESSIBILITY AND ASSISTANCE

12.1 ELR welcomes disabled customers and will make reasonable adjustments in accordance with applicable law.

12.2 As a heritage railway, accessibility can vary between historic stations, infrastructure and vehicles.

12.3 Customers requiring particular assistance are encouraged to review ELR's published accessibility information and contact ELR before travelling where appropriate so that suitable information and reasonable assistance can be provided.

12.4 Where particular arrangements need to be made in advance for operational reasons, this will be explained where relevant.

13. FOOD, DRINK AND ALLERGIES

13.1 Where food is included with a product, customers must provide accurate information about allergies and dietary requirements when requested.

13.2 ELR will provide allergen information and take reasonable care in accordance with applicable food-safety requirements.

13.3 Where allergens are handled within the relevant catering environment, ELR cannot guarantee an entirely allergen-free environment.

13.4 Where alcohol is supplied, ELR will operate in accordance with applicable licensing requirements and may require acceptable proof of age.

13.5 Additional conditions relating to catering and dietary requirements may apply to particular products, including Dining With Distinction.

14. PHOTOGRAPHY AND FILMING

14.1 Personal photography and filming are generally welcomed provided that they are undertaken safely and do not interfere with railway operations, ELR staff, volunteers or other customers.

14.2 Customers must not enter restricted areas, trespass or disregard safety instructions for the purpose of photography or filming.

14.3 Commercial or professional photography and filming may require ELR's prior permission.

14.4 ELR may occasionally undertake photography or filming at events or on its premises. Appropriate information will be provided where required.

15. PRIVACY AND PERSONAL INFORMATION

15.1 ELR processes personal information in accordance with applicable data-protection law.

15.2 Information about how ELR collects, uses and protects personal information, including the use of CCTV where applicable, is contained in the ELR Privacy Notice.

16. PERSONAL PROPERTY AND LOST PROPERTY

16.1 Customers are responsible for taking reasonable care of their personal belongings while visiting ELR.

16.2 Lost property should be reported to a member of staff or Customer Services.

16.3 ELR will take reasonable care of property handed to it. Unclaimed property may eventually be disposed of, donated or otherwise dealt with in accordance with ELR's lost-property arrangements.

16.4 Nothing in these terms excludes ELR's responsibility where loss or damage is caused by ELR and liability cannot lawfully be excluded.

17. OUR LIABILITY

17.1 Nothing in these Terms & Conditions excludes or limits liability which cannot lawfully be excluded or limited. This includes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation and your statutory consumer rights.

17.2 Where ELR fails to comply with its contractual obligations, ELR will be responsible for loss or damage for which it is legally responsible, including reasonably foreseeable loss resulting from a breach of contract or failure to exercise reasonable care and skill.

17.3 ELR is not responsible for losses which were not reasonably foreseeable when the contract was made or for losses for which ELR is not legally responsible.

17.4 Consumer tickets and experiences are supplied for private use. ELR will not normally be responsible under a consumer booking for business losses such as loss of profit, loss of business, business interruption or loss of business opportunity.

18. CUSTOMER SERVICES AND COMPLAINTS

18.1 Where possible, customers should raise a problem during their visit so that ELR has an opportunity to assist at the time.

18.2 Customers wishing to contact us following their booking or visit should contact Customer Services, East Lancashire Railway, by email at customer.services@eastlancsrailway.co.uk.

18.3 Please provide your booking reference, date of visit and sufficient information for ELR to investigate the matter.

19. CHANGES TO THESE TERMS

19.1 ELR may update these Terms & Conditions from time to time.

19.2 Unless required by law or expressly agreed otherwise, the terms applicable to your booking will normally be the version in force when your booking was made.

19.3 ELR will maintain appropriate version control so that the terms applicable to previous bookings can be identified.

20. GENERAL LEGAL PROVISIONS

20.1 If any provision of these Terms & Conditions is found to be unlawful or unenforceable, the remaining provisions will continue to apply.

20.2 A failure by ELR to enforce a provision on one occasion does not prevent ELR from enforcing that provision subsequently.

20.3 These Terms & Conditions are governed by the law of England and Wales.

20.4 Nothing in these terms deprives a consumer resident elsewhere in the United Kingdom of any mandatory consumer rights or protections available to them.

20.5 Nothing in these Terms & Conditions affects your statutory rights.

DOCUMENT CONTROL

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RELATED ELR CONDITIONS AND POLICIES

Standard Travel Conditions

Special Event Conditions

Dining With Distinction Conditions

Santa Special Conditions

Railway Experience Conditions

Gift Voucher Conditions

Residents Permit Conditions

Family & Promotional Fare Conditions

ELR Conditions of Carriage

ELR Child Travel Policy

ELR Privacy Notice