

## Northern Belle Terms & Conditions

### BOOKING TERMS & CONDITIONS / CONDITIONS OF CARRIAGE

#### 1. Applicability of these Conditions

These Conditions, together with the Holiday Information (below), any applicable conditions, bye-laws, international conventions the conditions of carriage of Northern Belle Limited ( company number 0312653) ( see below) and national and local railway bodies (where applicable referred to herein as ‘the Carrier’) for which see section 11 and 13 below, our Privacy Policy (See : <https://northernbelle.co.uk/privacy-policy>), any other written information we brought to your attention before we confirmed your booking and any other terms we may agree with you from time to time, form the basis of your contract with Northern Belle Limited: for travel on the Northern Belle and apply where Northern Belle Limited is an organiser under the Package Travel, Package Holidays and Package Tours & linked travel regulations 2018 (‘the Package Travel Regulations’). These Conditions apply where bookings are made direct with us or via a travel agent.

**Charter bookings and Tour Operator Bookings** will not be subject to the payment and cancellation terms of Northern Belle Limited in sections 7 & 8. These will be set out in the Tour Operator / Charter wholesaler’s own booking terms and conditions and they will be deemed the principal tour operator and tour organiser in relation to such bookings.

In this situation you will need to refer to the tour operator / charter wholesaler’s own booking terms and conditions that you accepted when making your booking with them.

Please read these conditions carefully as (subject to any amendments which we may from time to time agree with you) they set out your and our respective rights and obligations.

In these Conditions references to ‘you’ and ‘your’ include the first named person on the booking (‘Lead Passenger’) and all persons on whose behalf a booking is made and any other person to whom a booking is added or (if permitted by these Conditions) transferred.

For certain types of group bookings for 12 or more persons we may agree in writing via a group quote particular payment terms varying from these standard payment terms and cancellation conditions.

These Conditions also apply to gratuitous carriage provided by us on one of our Trains except to the extent that we have otherwise agreed with you in these conditions, a ‘Package’ exists under the Package Travel Regulations to eligible bookings of a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:

- (a) transport;
- (b) accommodation;
- (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package.

#### **By making a booking, the Lead Passenger hereby:**

- a. represents that he/she has the authority to bind to the contract all persons named on his/her booking;
- b. confirms that he/she has read and understood these Conditions and agrees (for himself/herself and on behalf of each person named on his/her booking) to be bound by them;
- c. consents (for himself/herself and on behalf of each person named on his/her booking) to our use of information in accordance with our Privacy Policy (available on <https://northernbelle.co.uk/privacy-policy> or on request by e-mail to [reservations@northernbelle.co.uk](mailto:reservations@northernbelle.co.uk) or in writing to Central marketing, Northern Belle Limited, Travel centre, Chapel court, Hospital street, Nantwich, Cheshire CW5 5RP) (“Privacy Policy”);

d. confirms he/she is 18 years of age or over and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services and any inclusive alcohol. These Conditions apply to bookings whether made from within the UK or from overseas.

If you made your booking by telephone, e-mail or post and had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them, please return all documentation to us or to your travel agent, within 7 days of receiving these booking conditions. Your booking will be cancelled, and your monies will be returned in full, provided you have not commenced your travel.

#### **2. Booking and paying for your arrangements**

Subject to availability, a booking will be made with us when

- (1) you tell us that you would like to accept our written or verbal quotation and
- (2) you pay us the applicable deposit being 15% of the cost of your arrangements unless we notify you otherwise in writing (or if booking within 56 days of departure full payment) and
- (3) we issue a confirmation invoice.

A binding contract will come into existence as soon as we have issued a confirmation invoice confirming the details of your booking (and the due payment dates for any applicable balance to be paid) which will be sent to you or your travel agent.

If your confirmed arrangements include a flight, your travel agent or Tour operator will also issue you with an ATOL Certificate. Upon receipt of the ATOL certificate and your confirmation invoice, if you believe that any details on it (or any other travel document issued by us) are wrong you must advise the agent immediately as changes cannot be made later and it may harm your rights.

If there are less than 12 passengers in your party and if you have made your booking more than 56 days before departure and have paid a deposit to secure your booking, the balance of the cost of your arrangements (including any applicable surcharge) is due not less than 56 days prior to scheduled departure. Any money paid to an authorised agent of ours in respect of a booking covered by an ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent’s obligation to pay it to us for so long as we do not fail financially.

Group Booking payments: If there are 12 or more passengers in your party, payments must be made as follows: 15% of the cost of your arrangements is payable on booking, a further 35% of such cost (including any applicable surcharge) is due 90 days before departure (if your booking is made between 90 and 56 days from departure, you will be required to pay 50% of the cost of your arrangements on booking) and the balance is due 56 days before departure (if your booking is made less than 56 days before departure, you will be required to pay the entire cost of your arrangements at the time of your booking).

If we do not receive (in cleared funds) the balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in section 8 below will become payable.

#### **3. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate. However occasionally changes and errors occur and we reserve the right to correct prices and other written details relating to arrangements (whether displayed by us or travel agents) in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

#### **4. Pricing**

We reserve the right to amend the price of unsold trips at any time. The price of your confirmed booking is subject at all times to changes in transport costs such as fuel, and any other cost changes which are part of our contracts with

train haulage providers, rail track access providers and any other transport providers; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in currency exchange rates and to dues, taxes or fees chargeable for services such as taxes or station embarkation or disembarkation fees, any or all of which may result in a variation of the price of your trip. If the amount of the increase exceeds 2% of the total cost of your arrangements (excluding amendment charges and/or additional services or travel arrangements), you may be charged for any resulting increase in the cost of your trip. If an increase in costs means that the price of your confirmed booking (excluding any amendment charges and/or additional services or travel arrangements) would increase by more than 10% the total cost of your arrangements, you will have the options x, y, z set out in section 9 below. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from being notified of a price increase of more than 10%. There will be no increase made to the price of your confirmed trip in the 30 days prior to your departure.

#### **5. Jurisdiction and applicable law**

a. The contract and any non-contractual rights and obligations relating to your booking and any agreement to which they apply are governed in all respects by English law. You and we both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your booking will be dealt with by the Courts of England and Wales only.

#### **6. Force Majeure**

Except where otherwise expressly stated in these Conditions or in our Conditions of Carriage we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to, war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, adverse weather, sea, air, ice and river conditions and all similar events outside our or the supplier(s) concerned control.

#### **7. Changes by You**

If the Lead Passenger or anyone named on his/her booking wishes to change any part of that booking after our confirmation invoice has been issued, the Lead Passenger must inform us by email to [reservations@northernbelle.co.uk](mailto:reservations@northernbelle.co.uk) or in writing to Customer Services, Travel Centre, Northern Belle Limited, 2 Chapel Court, Hospital Street, Nantwich, Cheshire CW5 5RP as soon as possible. Whilst we will try to assist, we cannot guarantee that we will be able to make your requested change. Where we can meet a request, all changes will be subject to payment of an amendment fee as shown at section 8 as well as any applicable exchange or other rate changes or other extra costs we incur and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee will be payable (see section 8 below).

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

#### **8. If you (or a member of your party) cancel your trip**

If you or any other member of your party decides to cancel a booking (in respect of which we have issued a confirmation invoice):

- a. that person(s) may transfer their place to someone else (introduced by you) and in respect of whom the Lead Passenger will need to give the confirmations and representations set out in section 1 provided we are notified not less than

14 days before departure and you pay an amendment fee in accordance with the table below and meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers.

b. if you are unable to find a replacement, the Lead Passenger must notify us in writing of the cancellation of that person. Your notice of cancellation will only take effect when (1) in the case of post, the notice is received in writing by us at our offices at Travel Centre, Northern Belle Limited, 2 Chapel Court, Hospital Street, Nantwich, Cheshire CW5 5RP. or (2) in the case of e-mail, you receive a reply from us acknowledging receipt of your e-mail sent to reservations@northernbelle.co.uk

We reserve the right to request notification of consent from each member of the party in respect of whom the cancellation is made. Cancellations attract the following charges (in order to cover our estimated costs). The cancellation charges detailed are calculated on the basis of the total cost payable by the person(s) cancelling, excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling:

Note: Free amendment does not apply to the air element of flight-inclusive trips. Certain bookings may not be amended after we have issued a confirmation invoice and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

Written notice (cancelling a confirmed booking) received before scheduled departure date:

**Cancellation Fee (expressed as a % of total cost payable for the trip by the person(s) cancelling)**

Written notice (cancelling a confirmed booking) received before scheduled departure date	Cancellation Fee (expressed as a % of total cost payable for the trip by the person(s) cancelling)
56 days or more	15%
55-21 days	30%
20-3 days	70%
2 days or less prior to departure	100%

**Amendment Fee for each change (% of total cost payable by the person(s) cancelling)**

Written notice received before scheduled departure date	Amendment Charges. (Deduction off your current payment.)
56 Days or more	One free, then 10%
55-21 days	30%
20-3 days	50%
2 days or less prior to departure	75%

We will apply any monies you have already paid to us towards settling any cancellation charge(s) (and to the extent your payments exceed the sum due, we will refund the balance).

No refunds will be given for passengers not travelling or for unused services.

**9. If We Change or Cancel Your Booking**

Occasionally circumstances occur before departure of your journey on-board a Northern Belle train "Departure" that requires us to make a Major Change to or to cancel of your trip.

For the purpose of these Conditions, only the following are 'Major Changes' before Departure:

- a.) a change of departure date, departure point or destination (except a change of departure point or destination within a 50 mile radius of the originally intended departure point or destination); or
- b.) a change of either confirmed departure time (i.e. the departure time displayed on the travel document) or confirmed arrival time by more than 12

hours (5 hours in the case of day trips); or

c.) in the case of carriage by train, the applicable train (or suitable alternative train) not being available; or

d.) cancellation of the entire booking.

All other changes are not Major. 'Major Changes' for the avoidance of doubt do not include

- any change to the route and/or stopping points (unless the change amounts to a circumstance within (a) – (d) above,
- a substitution of diesel or electric traction in the case of advertised steam haulage journeys,
- non-availability of dishes or ingredients, or
- substituted excursions (for example because a particular attraction is closed).

If a Major change (as defined above) has to be made to a trip before Departure, we will make every reasonable effort to inform you or your travel agent. If this happens, you may:

- x. accept any changes we offer; or
- y. (subject in each case to availability), choose to undertake the same trip on an alternative date, or accept an alternative trip with an appropriate pricing adjustment; or
- z. cancel your booking and receive a full refund.

If we make a Major Change to an excursion or cancel it less than 56 days before departure, we will also pay reasonable compensation. We will not pay you compensation where we make a Major Change to an excursion or cancel it more than 56 days before departure or in the event that we are forced to make a change or cancel as a result of force majeure as defined in section 6 or in the event of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care; or in the event that we have to cancel your arrangements because the minimum number of people necessary for the arrangements to operate has not been reached. In such events, we will notify you of cancellation for that reason no later than 56 days before your trip is due to depart.

Our offer of any of the above shall constitute your sole remedy against us in respect of a Major Change (including without limitation, cancellation) before departure. In particular please note that subject to these Conditions and any applicable International Conventions, to the extent permitted by law, we shall not be liable for

- (a) missed connections or
- (b) any loss or damage caused to you and/or your luggage by the cancellation, non-arrival, lateness, delay or change to your trip or any other service or for any loss or damage consequential upon such cancellation, non-arrival, lateness or delay.

A change in departure time will only be compensated once (i.e. we shall not be liable to compensate you separately for late departure and late arrival of the same leg).

We are not responsible for meeting any expenses or losses you may incur as a result of change or cancellation.

Please note: where services with a higher price than the original services contracted for are offered by us and accepted by you, the difference in price will be deducted from any compensation payable to you.

We will not pay you compensation and the options x, y and z above will not be available if we make any change other than a Major Change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

If we become unable to provide a significant proportion of the services making up an excursion that you have booked with us after Departure (as defined above), we will make suitable alternative arrangements for you at no extra

charge.

If we are forced by force majeure as defined in section 6 to change or terminate your arrangements after Departure, we are not responsible for making any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

The Package Travel Regulations 2018 require that in certain circumstances causing transport delay or cancellation, in the event that you experience difficulty during a Package with us, we will provide you with prompt assistance. Where we are liable to provide you with prompt assistance, this is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them.

Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them.

**10. Our Responsibilities and Limitations on Our Liability**

(1) In respect of Packages only, we will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below.

Subject to these Conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) In respect of all other arrangements, we will (i) where we are performing your booking, perform it using reasonable skill and care and

(ii) to the extent your arrangements are performed by another supplier, select the suppliers of the services making up your booking with us using reasonable skill and care. In relation to arrangements performed by another supplier, we have (to the fullest extent permitted by law) no liability to you for the actual provision of those services, except in cases where it is proved that we have breached that duty and damage to you has been caused.

(3) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description to the extent that it results from:

- a.) your act(s) and/or omission(s) (or those of the person(s) affected); or
- b.) the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c.) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- d.) an event which either we, our employees, suppliers, servants, subcontractors could not, even with all due care, have foreseen or forestalled; or
- e.) force majeure as defined in clause 6. Your sole remedy(ies) for the matters covered by clause 9 (If We Change or Cancel Your Booking) are set out in that section 9.

We limit the amount of compensation we may have to pay you (other than to the extent the claim is for death, illness or personal injury) in accordance with our Conditions of Carriage.

In any circumstances in which a Carrier is liable to you by virtue of the Denied Boarding Regulations 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided

under those Regulations as if (for this purpose only) we were a Carrier. It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out at section 3 of our Conditions of Carriage.

#### **11. Your Obligations.**

##### **a. Travel Documents.**

You must be in possession of a valid travel document before boarding the train. Travel documents are only valid for the dates and for use only between the points of departure and destination (or stopover, see (c) below) shown on the travel document and by the route or routes shown on the travel document.

Travel documents are transferable only if officially authorised for change by Northern Belle Limited.

Travel documents remain our property and if you fail in any material respect to comply with any condition (including but not limited to these Conditions) governing its use, your travel document may be withdrawn or invalidated by our staff or agents and you may be required to pay the full fare.

There may be an administration charge for replacing any lost or damaged travel documents.

##### **b. Boarding, alighting or changing trains.**

When boarding, alighting or changing trains during your journey you should make sure that:

you board the correct train;

if appropriate, you travel in the correct part of the train;

you alight from the train at the correct destination, including any destination where you need to change onto another train/means of transport;

you keep your possessions with you at all times (other than luggage which has been checked-in with us; see (h) below);

you check-in as we advise and are ready to board the train (having loaded all luggage to be deposited with us) at or before the time shown on your travel document;

promptly following arrival at any destination, you alight the train and (if applicable) remove all luggage. If you require assistance to board/alight a train, you must please advise us not less than one week before departure so that arrangements can be made (please also see (e) below);

We will not delay departures or otherwise make provision for late boarding and we will not be responsible for any loss or delay to your journey arising from any failure by you to comply with any of (i – vi) above.

If you miss the train, or are refused boarding, you will be treated as if you had cancelled without notice (and the cancellation charges at section 8 will apply).

##### **c. Stopovers.**

If you make a break in carriage other than as permitted you shall not be entitled to onward carriage or to a refund or any other compensation from us.

##### **d. Special Diets.**

Please notify us (not less than 14 days prior to departure) of any dietary requirements. It may not always be possible to offer you an alternative meal, but, provided we have been notified of your requirements, we will use reasonable endeavours to notify you of any meals you should avoid.

##### **e. Disabilities and Medical Conditions**

If you or any member of your party has any medical condition or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to appropriately accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

If your fitness to travel may be in doubt as a result of recent illness, surgery,

injury, medical treatment or an existing medical condition which may require treatment or assistance on board (including but not limited to additional oxygen, wheelchairs, assistance to use the bathrooms, assistance to get in or out of bed, medication administered via a needle other than well-managed diabetes) you must

provide us with an up-to-date certificate from your doctor no later than 5 days prior to departure certifying that you are fit to travel and

be accompanied by another passenger who is able to provide you with all the appropriate assistance you may need (our staff cannot provide such assistance). We may refuse you carriage (and no refund or compensation shall be paid to you) if you have not provided the applicable certificate and/or are not accompanied by a suitable passenger.

##### **f. Behaviour.**

All passengers travelling with us are expected to be appropriately dressed (as advised on our web site in our FAQ's section called dress code.) Passenger Travel Information sent with your travel documents), to conduct themselves in an orderly and acceptable manner, and not to disrupt the enjoyment of other passengers. If your behaviour (or any articles carried by you) is in our opinion causing or is likely to cause upset, distress, danger or annoyance to any of our other passengers or any third party or damage to property, or to cause a delay or diversion to transportation, or violation of any applicable law or regulation, we (or the applicable supplier) may terminate your arrangements with us immediately. In the event of such termination our liability to you will cease and you may without prior notice be refused boarding or be required to leave our train or other service immediately. We (and the supplier or Carrier in question) will have no further obligations to you. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You may also be required to pay for loss and/or damage caused by your actions and we will hold each member of your party jointly and individually liable for any damage or losses caused by you. Full payment for any such damage or losses must be paid directly to us or the applicable supplier prior to your ejection from the service in question. If you fail to make payment, you will be responsible for meeting any (i) costs of any damage/injury to our staff, property, servants and/or agents and (ii) claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other passengers or individuals who have no connection with your arrangements with us.

##### **g. Luggage on Trains.( Weekend Breaks only)**

Your luggage must not contain any items which in our opinion are dangerous, illegal, liable to harm or annoy other passengers or otherwise unsuitable. Animals and livestock will not be carried, except guide-dogs in certain restricted circumstances (please ask at the time of booking).

Luggage deposited with us for carriage must not contain (and we shall have no liability for) any fragile or perishable articles, cash money, jewellery, precious metals or other valuables (including but not limited to bearer securities, business documents, trade secrets or samples).

Handbags and shopping brought onto the train is the responsibility of the passengers and should be retained at hand at all times. Should any personal items be left on the train we will endeavour to return them to the rightful owners with a charge for postage of these items or a free collection from the travel centre on an agreed date. Items if found will only be kept for 1 month before we donate to charity.

We will accept the carriage of your luggage subject to any applicable laws, regulations, and conditions of carriage and subject to:

the luggage not being excessively heavy, bulky, dangerous, inadequately packed, in a defective state or otherwise unsuitable for carriage;

luggage being correctly labelled with your name, destination address and cabin/seat/berth number;

you accompanying your luggage onto the boat or train.

Unless we otherwise agree in advance, luggage allowances per passenger are as follows: Northern Belle UK Day trips – one suitable piece of hand luggage; Northern Belle UK Package trips – one suitable piece of hand luggage and one suitcase (suitcases to be stored in the cabin).

You shall be responsible for supervising any luggage you do not deposit with us for carriage.

The Lead Passenger on behalf of himself/herself and each member of the party hereby authorise us and our employees, servants and agents to inspect any luggage deposited with us for carriage, to check compliance with these Conditions.

You must comply fully and promptly with any instructions in respect of your luggage given by train or cruise staff or security and border control authorities in any jurisdiction.

We may refuse carriage to any passenger whose luggage does not comply with these Conditions, in which case, you shall not be entitled to any refund. We shall not provide storage (other than for checked-in luggage on the Trains, in accordance with these Conditions) for any of your possessions.

We shall not be required to:

(i) verify that a person claiming luggage is the owner of such luggage or otherwise entitled to take delivery of it;

(ii) verify that luggage complies with these Conditions;

(iii) hand over any luggage to any person unless the person claiming it can demonstrate to our satisfaction that he is entitled to take delivery of such luggage;

store any luggage not collected promptly when we require.

We may destroy, sell, otherwise dispose of or make a charge for storage of any luggage not collected on completion of carriage. If you suffer any loss or damage to your luggage, please inform us or the relevant Carrier within 72 hours. Porters at railway stations and ports, transfer agents and hotel staff are not employees or agents of ours and consequently you use their services entirely at your own risk. Trolleys and other equipment available for passenger use at railway stations are not our property and consequently you use such equipment entirely at your own risk.

##### **Seats and Tables.**

The Carrier shall have the right to allocate seats, cabins and tables as it thinks, and subject to these Conditions, to vary any bookings made in respect thereof and to transfer you from any such seats, cabins and berths to any alternative ones, provided such allocated seat, cabin and/or berth is commensurate with the class of accommodation you have booked.

##### **j. Insurance.**

You must have adequate travel insurance to cover your arrangements. If requested you must provide details of your policy to us before you travel. Any liability which we may have to you shall not be increased as a result of your choice to travel without adequate insurance cover.

The marks/logos of Northern Belle shown in this website have been registered in various countries.

##### **Holiday Information**

PRICES: All prices and supplements shown (unless indicated otherwise) are per person.

YOUR HOTEL(S): Every hotel has its own style and character. We offer a range of properties in most destinations which offer not only different room types but also prices. As a general rule, the price charged gives an indication of standard and therefore your expectation. Worldwide check in/out times are usually between 12 noon and 2pm and rooms cannot be guaranteed outside of these

times, unless a supplement is paid to ensure immediate occupation on arrival or for late check-out.

**Your Transfers:** Our itineraries when indicated include all transfers, which are either on a private basis, or shared when many passengers arrive/depart at the same time. This is particularly the case in our day trip programme.

**Travel Documents:** These are valid only for the passenger(s) named, will be issued after receipt by us of full payment for your reservation and not normally later than 10 days (seven days in the case of journeys within the United Kingdom) prior to departure. Please take your confirmation of booking and ATOL Certificate with you on departure.

**Travel Insurance:** Adequate travel insurance is vital. If requested, you must provide details of your policy to us before you travel. Any liability which we may have to you (whether under our Booking Conditions or otherwise) shall not be increased as a result of your choice to travel without adequate insurance cover.

**Delay:** Our journeys and excursions operate within the constraints of national railways. Please bear this in mind when arranging your own onward connections. We regret we are unable to offer you any assistance should a delay disrupt your itinerary. In the event of extended delays we may offer refreshments when on board our train.

To make a complaint or submit an inquiry about our Terms and Conditions please contact us at [reservations@northernbelle.co.uk](mailto:reservations@northernbelle.co.uk) You can also write to us at:

CUSTOMER SERVICE DEPT, Travel Centre, Northern Belle Limited, 2 Chapel Court, Hospital Street, Nantwich, Cheshire CW5 5RP

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### Conditions of Carriage

*Last Updated October 2018*

#### 1. Applicability of these Conditions

These Conditions, any applicable conditions of carriage of any Carriers of Northern Belle Limited (where applicable referred to herein as 'the Carrier'), any other written information we brought to your attention (or asked the organiser of your trip, ('Trip Organiser') to bring to your attention) before we confirmed your booking with the Trip Organiser and any other terms we may agree with you from time to time, form the basis of your contract for carriage with-

Northern Belle Limited for travel on the Northern Belle Luxury Vintage train; In these Conditions, references to 'we', 'us' or 'our' shall be to Northern Belle Limited ( Company Number 03126253).

Please read these Conditions carefully as (subject to any amendments which we may from time to time agree with you) they set out your and our respective rights and obligations. In these Conditions references to 'you' and 'your' include any party making a journey with us.

#### 2. Jurisdiction and applicable law

a. The contract between you and us is governed in all respects by English law. You and we both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your booking will be dealt with by the Courts of England and Wales only.

#### 3. Complaints

In the unlikely event that you do have a problem during your trip, please inform the Train manager immediately who will endeavour to put things right and if you suffer any loss or damage to your luggage please inform us or the relevant Carrier within 72 hours.

If your complaint is not resolved locally and you wish to complain further, please send formal written notice of your complaint to our Administration office: Customer Services, Travel Centre, Northern Belle Limited, 2 Chapel

Court, Hospital Street, Nantwich, Cheshire CW5 5RP. United Kingdom, within 28 days of the end of your trip, giving your booking reference and all other relevant information.

Failure to do so will affect our ability to investigate your complaint, and could affect your rights under these Conditions.

#### 4. Our Responsibilities and Limitations on Our Liability

Our liability (if any) for- loss of or damage to luggage during your trip shall (subject to section 5(h) below) shall be limited to weekend break excursions only where an over night stay is included.

Where your trip is not subject to an International Convention (as defined below) our liability ( other than for death or personal injury) is subject to an aggregate limit of

£ 500 (or local equivalent) per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind; and

where your trip is subject to an International Convention, our liability is limited as if we (being Northern Belle Limited) were Carriers under the appropriate International Conventions

Our liability for death and/or personal injury during your trip shall:

(i) where your trip is not subject to an International Convention (as defined below) not be subject to any limit; and

(ii) where your trip is subject to an International Convention (as defined below), be limited as if we (being Northern Belle Limited.) were Carriers under the appropriate International Conventions.

In this contract, "International Conventions" shall include Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on Rail Passengers' Rights and Obligations incorporating the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements).

You can ask for copies of these International Conventions from our offices and we recommend that you do. In addition, you agree that any applicable operating Carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey; when arranging transportation for you, we rely on the terms and conditions contained within these International Conventions and those 'Conditions of Carriage' and accordingly you acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into our contract with you. Some of those terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international Conventions.

In any circumstances in which a Carrier is liable to you by virtue of the European Union Denied Boarding Regulations 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under those Regulations as if (for this purpose only) we were a Carrier.

Our liability (if any) for all claims other than those set out above in this section 4 shall be limited to the price paid to us for the trip by or on behalf of the person(s) affected in total. This maximum amount will only be payable where you or your party has not received any benefit at all from your booking due to our fault.

When making any payment to you, we are entitled to deduct any money which you have received or are entitled to receive from a transport provider or hotelier for the complaint or claim in question.

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out at section 3 in these Conditions.

Where any payment is made, the person(s) receiving it (and their parent or legal guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you (by way of non-exhaustive examples, if you fail to notify us of a food allergy or medical condition or incur any business losses).

We will not accept responsibility for services or facilities which do not form part of our agreement with you or where they are not advertised in our brochure or on our website for example, any excursion you book, other than with us while on the trip, any service or facility which your hotel or any other supplier agrees to provide for you, any doctor, dentist or other medical attendant called to attend to you during the trip and any services, products or transportation not provided by us.

#### 5. Conditions of carriage

##### a. Travel Documents

You must be in possession of a valid travel document before boarding the applicable train/boat. Travel documents are only valid for the dates and for use only between the points of departure and destination (or stopover, see (c) below) shown on the travel document and by the route or routes shown on the travel document. Travel documents are not transferable (other than as expressly permitted by our agreement with the Trip Organiser).

Travel documents bearing unauthorised alterations are not valid for travel.

Travel documents remain the property of the Carrier and if you fail in any material respect to comply with any condition (including but not limited to these Conditions) governing its use, your travel document may be withdrawn or invalidated by our or the Carrier's staff or agents and you may be required to pay the full fare. There may be an administration charge for replacing any lost or damaged travel documents.

##### b. Boarding, alighting or changing Trains/Coaches.

When boarding, alighting or changing trains/coaches during your journey you should make sure that:

you board the correct train/coach;

if appropriate, you travel in the correct part of the train/coach;

You alight from the train/coach at the correct destination, including any destination where you need to change onto another train/coach/means of transport;

you keep your possessions with you at all times (other than luggage which has been checked-in with the Carrier; see (h) below);

you check-in as the Carrier advises and are ready to board the train/boat (having loaded all luggage to be deposited with the Carrier) at or before the time shown on your travel document;

promptly following arrival at any destination, you alight the train/coach and (if applicable) remove all luggage. If you require assistance to board/alight a train/coach, you must please advise us not less than one week before departure so that arrangements can be made (please also see (e) below). We will not delay departures or otherwise make provision for late boarding and we will not be responsible for any loss or delay to your journey arising from any failure by you to comply with any of (i – vi) above. If you miss the train/coach, or are refused boarding, you will be treated as if you had cancelled without notice (and cancellation charges may apply).

##### c. Stopovers

If you make a break in carriage other than as permitted you shall not be entitled to onward carriage or to a refund or any other compensation from us.

##### d. Special Diets

Please notify us (not less than 14 days prior to departure) of any dietary requirements. It may not always be possible to offer you an alternative meal, but, provided we have been notified of your requirements, we will use reasonable endeavours to notify you of any meals you should avoid.

**e. Disabilities and Medical Conditions.**

If you or any member of your party has any medical condition, disability or reduced mobility issues which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements.

Acting reasonably, if we are unable to appropriately accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

If your fitness to travel may be in doubt as a result of recent illness, surgery, injury, medical treatment or an existing medical condition which may require treatment or assistance on board (including but not limited to additional oxygen, wheelchairs, assistance to use the bathrooms, assistance to get in or out of bed, medication administered via a needle other than well-managed diabetes) you must

provide us with an up-to-date certificate from your doctor no later than 5 days prior to departure certifying that you are fit to travel and be accompanied by another passenger who is able to provide you with all the appropriate assistance you may need (our staff cannot provide such assistance). We may refuse you carriage (and no refund or compensation shall be paid) if you have not provided the applicable certificate and/or are not accompanied by a suitable passenger.

**f. Passengers from outside the UK & Abroad:**

**Passport, Visa and Immigration Requirements, delays and Health Formalities**

It is your responsibility to check and fulfil the passport, visa, health (including vaccinations, vaccination certificate requirements and anti-malarial medication) and immigration requirements applicable to your itinerary.

Your tour operator will provide general information about such requirements. You must check the requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable.

Requirements do change and you must check the up-to-date position in good time before departure.

Most countries now require passports to be valid for at least six months after your return date. If your passport is in its final year, you should check with the Embassy of the countries you are visiting.

Up-to-date travel advice can be obtained from the UK Foreign and Commonwealth Office at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)

Non-UK passport holders should obtain up-to-date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements, incurred pre boarding travel delays, or health formalities.

You agree to reimburse us on demand in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Adequate travel insurance is vital. Any liability which we may have to you shall not be increased as a result of your choice to travel without adequate insurance cover.

**g. Behaviour.**

All passengers travelling with us are expected to be appropriately dressed (as advised in the FAQ's section of the web site), to conduct themselves in an orderly and acceptable manner, and not to disrupt the enjoyment of other passengers.

If your behaviour (or any articles carried by you) is in our opinion causing or is likely to cause distress, danger or annoyance to any of our other passengers or any third party or damage to property, or to cause a delay or diversion to transportation, or violation of any applicable law or regulation, we (or the applicable supplier) may terminate your arrangements with us immediately.

In the event of such termination our liability to you will cease and you may without prior notice be refused boarding or be required to leave our boat, train or other service immediately. We (and the supplier or Carrier in question) will have no further obligations to you.

No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You may also be required to pay for loss and/or damage caused by your actions and we will hold each member of your party jointly and individually liable for any damage or losses caused by you.

Full payment for any such damage or losses must be paid directly to us or the applicable supplier prior to your ejection from the service in question. If you fail to make payment, you will be responsible for meeting any

costs of any damage/injury to our staff, property, servants and/or agents and claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other passengers or individuals who have no connection with your arrangements with us.

**h. Luggage on Trains.**

Your luggage must not contain any items which in our opinion are dangerous, illegal, liable to harm or annoy other passengers or otherwise unsuitable. Animals and livestock will not be carried, except guide-dogs in certain restricted circumstances (please ask at the time of booking).

Luggage deposited with us for carriage must not contain (and we shall have no liability for) any fragile or perishable articles, cash money, jewellery, precious metals or other valuables (including but not limited to bearer securities, business documents, trade secrets or samples).

We will accept the carriage of your luggage subject to any applicable laws, regulations, and conditions of carriage and subject to:

the luggage not being excessively heavy, bulky, dangerous, inadequately packed, in a defective state or otherwise unsuitable for carriage; luggage being correctly labelled with your name, destination address and cabin/seat/carriage number; (iii) you accompanying your luggage onto the coach or train.

Unless we otherwise agree in advance, luggage allowances per passenger are as follows:

one suitable piece of hand luggage and one suitcases max 25kg  
You shall be responsible for supervising any luggage you do not deposit with us for carriage.

By travelling with us, you hereby authorise us and our employees, servants and agents to inspect any luggage deposited with us for carriage, to check compliance with these Conditions.

You must comply fully and promptly with any instructions in respect of your luggage given by train or cruise staff or security and border control authorities in any jurisdiction.

We may refuse carriage to any passenger whose luggage does not comply with these Conditions, in which case, you shall not be entitled to any refund. We shall not provide storage (other than for checked-in luggage on the trains/boats, in accordance with these Conditions) for any of your possessions. We shall not be required to:

(i) verify that a person claiming luggage is the owner of such luggage or otherwise entitled to take delivery of it;

(ii) verify that luggage complies with these Conditions;  
(iii) hand over any luggage to any person unless the person claiming it can demonstrate to our satisfaction that he is entitled to take delivery of such luggage;

store any luggage not collected promptly when we require.

We may destroy, sell, otherwise dispose of or make a charge for storage of any luggage not collected on completion of carriage. If you suffer any loss or damage to your luggage, please inform us or the relevant Carrier within 72 hours. Porters at railway stations and ports, transfer agents and hotel staff are not employees or agents of ours and consequently you use their services entirely at your own risk. Trolleys and other equipment available for passenger use at railway stations are not our property and consequently you use such equipment entirely at your own risk.

**i. Seats and Tables.**

The Carrier shall have the right to allocate seats, cabins and tables as it thinks, and subject to these Conditions, to vary any bookings made in respect thereof and to transfer you from any such seats, cabins and berths to any alternative ones, provided such allocated seat, cabin and/or berth is commensurate with the class of accommodation you have booked.

**j. Insurance.**

You must have adequate travel insurance to cover your arrangements. If requested, you must provide details of your policy to us before you travel. Any liability which we may have to you shall not be increased as a result of your choice to travel without adequate insurance cover.