

TERMS AND CONDITIONS OF SALE OF TICKETS

Introduction

This page (together with the documents expressly referred to on it) tells you information about us and contains the legal terms and conditions on which we sell Tickets to you.

On this page the words "we" "us" and "our" refer to Dart Valley Railway Plc (trading as the Dartmouth Steam Railway and River Boat Company, company number 0852020).

We strongly recommend that you read these Terms carefully, as they will form part of the Contract between us. Please make sure that you understand them, before ordering any Tickets. Our relationship is subject to these Terms and they impose certain responsibilities upon you and **they exclude and limit our liability to you in the event of loss or damage (see clause 10 and clause 11)**. Please note that by ordering any Tickets, you agree to be bound by these Terms and the other documents expressly referred to in them.

You should print and keep a copy of these Terms for future reference.

Please tick the relevant box on the order page to indicate your agreement to these Terms. Please understand that if you do not accept these Terms then you will not be able to order Tickets.

Please note that, from time to time we may amend these Terms, as set out in clause 12. Every time you submit an order to us for Tickets, please check these Terms to ensure you understand the terms which will apply at that time.

I. Definitions

I.1. When the following words with capital letters are used in these Terms and the Introduction, this is what they mean:

Contract	an individual legally binding contract formed between you and us when you place an order which we accept according to the provisions of clause 5 below;
Confirmation Email	the email sent to you after you have submitted an order to us for Tickets, as explained in clause 5.4 below;
Event Outside Our Control	is defined in clause 11 below;
Tour	the steam train and/or river boat tours listed and described on the Site from time to time;
Tourist	individuals who have a Ticket for a Tour;
Ticket	a ticket for admission to and travel on a Tour which is sold to you via www.dartmouthrailriver.co.uk ;

Site	the website that operates at www.dartmouthrailriver.co.uk ;
Terms	the terms and conditions on which we supply Tickets to you.

2. Information about us

- 2.1. We are Dart Valley Railway PLC (trading as the Dartmouth Steam Railway and River Boat Company), a public limited company registered in England and Wales under company number 0852020 and with our registered office and main trading address at Queens Park Station, Torbay Road, Paignton, TQ4 6AF. Our VAT number is I41 7117 96.
- 2.2. Should you wish to contact us about these Terms, please do so using the following contact information:
 - 2.2.1. Email: enquiries@dsrrb.co.uk;
 - 2.2.2. Telephone: + 44 (0)1803 555 872;
 - 2.2.3. Post: Queens Park Station, Torbay Road, Paignton, TQ4 6AF;

3. Our Tickets

- 3.1. Each Ticket you order will be for admission to and travel on a Tour. Such admission and travel will be for a certain departure time on a specific date from a specific departure location and which will follow a certain specific route, which you will choose when you submit your order to us via the Site (see clause 5 below).
- 3.2. All Tickets offered for sale by us are subject to availability and subject to change. If all of the Tickets available for a certain date, a certain time and/or certain departure location have sold out or if there is an insufficient number of Tickets available to allow us to fulfil your order for Tickets, then no further Tickets for that date, time and/or departure location will be available for you to purchase, save that some Tickets may be "locked" and not available for a short time while other customers complete their order for those Tickets. If a customer does not complete his or her order, Tickets that were previously locked may be released and made available for you to order. Therefore, if you are unable to order Tickets for a particular date, time and/or departure location, please check again later, in case previously locked Tickets have been released.
- 3.3. When you place an order for Tickets, you warrant and represent that you will only order Tickets that are of the appropriate category for the individual or group of individuals who will take the Tour using those Tickets. For example, if you are an adult purchasing a Ticket for you to go on a Tour, you will not purchase a children's Ticket. We reserve the right to refuse entry to a Tour to any Tourist who we reasonably believe does not hold the appropriate category of Ticket, until we have been satisfied that the Tourist concerned meets the criteria for the category of Ticket that has been purchased or until we have received payment in full and cleared funds for the appropriate category of

Ticket for that Tourist.

- 3.4. We reserve the right to refuse entry to, or reject from (provided it is safe to do so), any Tour (whether permanently or for a fixed term) any Tourist whose behaviour or conduct could, in the reasonable opinion of Dart Valley Railway PLC or any of its employees, agents, sub-contractors or representatives, constitute a source of danger, nuisance or annoyance to any other person. In the event that we exercise our rights under this clause, we will not refund any amounts you have paid to us for your Ticket.
- 3.5. All Tourists must conduct themselves in accordance with the terms of our *Passengers' Charter* [click on the relevant link on our Terms & Conditions page]. We reserve the right to refuse entry to, or reject from (provided it is safe to do so), any Tour any Tourist whose behaviour or conduct contravenes our *Passengers' Charter* [click on the relevant link on our Terms & Conditions page], without refunding to you any amounts you have paid to us for their Ticket.
- 3.6. Unless we agree otherwise in writing, all Tourists under 12 years of age who embark on a Tour must be accompanied by an adult Tourist (i.e. an individual not younger than 18 years old) at all times. All children shall remain the responsibility of the adult(s) accompanying them at all times throughout their Tour.
- 3.7. Please note that our "Footplate Experience" Tour is subject to additional requirements, which are set out on our Site here [click on the relevant link on our Terms & Conditions page]. **In particular, please note that to be eligible to take the "Footplate Experience" Tour, Tourists must be at least 18 years old and in good health.**

4. Use of the Site, sales to children and these Terms

- 4.1. Your use of the Site is governed by the *Terms of Use* [click on the relevant link on our Terms & Conditions page]. Please take the time to read these, as they include other important terms which apply to you.
- 4.2. We do not sell Tickets for purchase by children. We sell Tickets for children's admission to a Tour for purchase by adults (subject to clause 3.7). You may only purchase Tickets from us if you are at least 18 years old.
- 4.3. These Terms, the order for Tickets you submit via our Site and the Site's *Privacy Policy* [click on the relevant link on our Terms & Conditions page] form the terms of the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

5. How a Contract is formed between you and us

- 5.1. In order to place an order for Tickets via the Site, you will need to take the following steps:
 - 5.1.1. Choose your ticket (date and time of travel, tour, starting point and direction).

- 5.1.2. Choose ticket type and number of tickets (e.g. Adult, Child, etc) .
 - 5.1.3. View shopping basket and proceed to checkout.
 - 5.1.4. Proceed to payment.
 - 5.1.5. An email confirmation will be sent upon completion. Note: The email confirmation is not a ticket. You need to collect your ticket(s) from the booking office/kiosk to enable us to record absolute passenger numbers for our trips.
- 5.2. Once you have received a Confirmation Email (see clause 5.4, below), we are not under any obligation to exchange your Tickets for a different date, time and/or departure location or refund your order (see clause 9, below), even if Tickets that you may prefer become available for another time, date and/or departure location.
 - 5.3. The order process allows you to check and amend any errors in your order for Tickets at each stage of the process. Please take the time to read and check your order for Tickets at each stage of the order process. The order summary shown to you before you submit your order will summarise your order including the total price of the Tickets you have ordered and any additional charges. Please also check the order summary carefully before submitting your order.
 - 5.4. As part of the checkout process, you will be asked to complete your payment details. Where requested, you must complete the compulsory fields indicated. All credit/debit card transactions are processed using an online third party payment gateway, which encrypts your card details and cannot be accessed by us.
 - 5.5. After you place an order, you will receive a Confirmation Email. The Contract between us will only be formed and your order for Tickets will only be accepted when payment has been taken in full in cleared funds for the Tickets you have ordered and when we have sent you a Confirmation Email. To the extent that there is any delay between taking payment and the Confirmation Email being sent to you, you acknowledge and agree that you have consented to us taking funds from your bank account (to the value of the order you have submitted) in anticipation of a Contract being formed between you and us.
 - 5.6. If, following submission of your order for Tickets, you do not receive a Confirmation Email, please contact us via email at enquiries@dsrrb.co.uk or by telephone on + 44(0)1803 555 872 and provide us with details of the order you submitted (i.e. your full name, your full address and the email address you included in your order for Tickets) and a contact telephone number. Following receipt of those details, we will attempt to resolve the issue with you as soon as possible. If we are unable to resolve the issue within a reasonable time to your satisfaction and if you have already paid for the Tickets, we will refund you the full amount. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you. We will also refund to you the price you paid in advance (if any) for any Ticket in respect of which an order is treated as cancelled.

6. Collection of your Tickets

- 6.1. You can collect the Tickets you have ordered from the Ticket desk (located at the station where you start your Tour) during normal opening hours, up to and including the date that have booked for your Tour. The Confirmation Email will include a reference number, which we use to locate your booking and confirm that you have paid for the Tickets. Please bring a copy of the Confirmation Email with you to the Ticket desk when you come to collect your Tickets.
- 6.2. For the avoidance of any doubt, the Confirmation Email is not a Ticket and (unless we have agreed otherwise in writing) we do not send Tickets to you via email, post or otherwise. The Tickets you order will only be issued to you when we have received payment in full in cleared funds and when you collect them from the Ticket desk, following the process as described in clause 6.1.
- 6.3. Please read clause II about what happens if there is an Event Outside Our Control, which may prevent collection of the Tickets and/or your booked Tour. If there is an Event Outside Our Control, we will endeavour to contact you to discuss what will happen next.
- 6.4. Collection will be completed when all the Tickets you have ordered from us are collected by you from the Ticket desk.
- 6.5. The Tickets will be your responsibility from their collection. You should check all the Tickets you collect against your order as soon as possible to make sure they reflect what you ordered and that they are as described. If you discover that the Tickets do not reflect what you ordered or that they are not as described, you must tell us as soon as reasonably possible after discovering this, by returning to the Ticket desk, along with the Tickets that are not what you ordered or that are not as described.
- 6.6. Save for where we have explained in clause 9.2, admission to a Tour will only be granted on the date, at the time and at the departure location stated in your Confirmation Email and on your Tickets. Tickets that have been collected from us allow you to travel on our steam train and/or our river boats (depending on the type of Tour you have purchased) following the routes and commencing at the departure time stated in your Confirmation Email and on your Ticket.
7. **Price of Tickets and delivery charges**
 - 7.1. The prices of the Tickets will be as quoted on our Site from time to time. We take all reasonable care to ensure that the prices of Tickets quoted on our Site are correct at the time they are entered. However if we discover an error in the price of any Tickets you ordered, please see clause 7.3 for what happens in this event.
 - 7.2. Prices for Tickets may change from time to time, but changes will not affect any order for which we have received payment in full in cleared funds and we have confirmed with a Confirmation Email. If the price of a Ticket you have ordered increases before we have received payment in full in cleared funds and before we have issued a Confirmation Email, we will inform you of the new price and we will give you the option of continuing to purchase the Ticket at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and

notify you in writing We will also refund to you the price you paid in advance (if any) for any Ticket in respect of which an order is cancelled or treated as cancelled.

7.3. Nearly all of our Ticket prices are exempt from VAT. However, VAT is chargeable on the price of Tickets for our murder mystery and santa express Tours. The amount of VAT we will charge you in respect of such Tickets will be shown to you when you place your order and in the Confirmation Email.

7.4. It is always possible that, despite our reasonable efforts, some of the Tickets on our Site may be incorrectly priced. If we discover an error in the price of the Tickets you have ordered prior to us receiving payment in full in cleared funds from you and prior to sending you a Confirmation Email, we will inform you of this error and we will give you the option of continuing to purchase the Ticket at the correct price or cancelling your order. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. We will also refund to you the price you paid in advance (if any) for any Ticket in respect of which an order is cancelled or treated as cancelled.

8. How to pay

8.1. You can only pay for Tickets using a debit card or credit card. All payments are subject to authorisation by your card issuer and we will only accept your order and a binding Contract will only be formed between us when payment has been taken in full in cleared funds for the Tickets you have ordered and when we have sent you a Confirmation Email.

8.2. Payment for the Tickets is in advance. You will only own the Tickets once we have received payment in full.

9. Cancellations and refunds

9.1. If you are a consumer, the statutory cancellation right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to contracts for the supply of services related to leisure activities. If, after submitting your order, you change your mind about your order **you will not have a legal right to cancel the Contract**. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2. All purchases are final and non-refundable when the Contract between us is formed (see clause 5.5, above). However, in exceptional circumstances we may be able to provide you with alternative Tickets for another day, time and/or departure location. Such alternative Tickets are subject to availability and we make no representation, assurance or warranty that such alternative Tickets will be available on the day, at the time or from the departure location you request or at all.

10. Our liability to you (YOUR ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE)

10.1. If we fail to comply with these Terms and subject to clause 11.4, we are responsible for loss or damage you suffer that is a natural, foreseeable

consequence of our breach of these Terms or our failure to use reasonable care and skill, but we are **not** responsible for any loss or damage that is not so foreseeable or which is not caused by our failure to use reasonable care and skill. Loss or damage is foreseeable if it is an obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example if you discussed it with use during the sales process.

10.2. We only supply the Tickets to consumers for use in connection with Tours. You agree not to use the Tickets for any commercial, business or re-sale purposes, and in any event we will have no liability to you for any loss of profit, loss of enjoyment, loss of or damage to reputation or goodwill, loss of business, business interruption, or loss of business opportunity that you suffer if you choose to use the Tickets for any commercial or business purpose.

10.3. We do not in any way exclude or limit our liability for:

10.3.1. death or personal injury caused by our negligence or that of our employees, agents or subcontractors;

10.3.2. fraud or fraudulent misrepresentation;

10.3.3. any liability or responsibility that cannot be excluded or restricted under section 31 of the Consumer Rights Act 2015;

10.3.4. nor any other matter for which it would be unlawful for us to exclude or limit our liability or unlawful for us to attempt to exclude or limit our liability.

II. Events outside our control (YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

II.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

II.2. An Event Outside Our Control includes any act, event, non-happening, omission or accident outside our reasonable control and includes in particular (without limitation) the following:

II.2.1. severe or adverse weather conditions;

II.2.2. break down and/or failure of our machinery, equipment or vehicles (including, for the avoidance of doubt, our trains, busses and/or boats);

II.2.3. illness or incapacity of our staff;

II.2.4. strikes, lock-outs or other industrial action;

- II.2.5. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - II.2.6. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or act of God;
 - II.2.7. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, for example due to road closures or exceptional traffic congestion;
 - II.2.8. impossibility of the use of public or private telecommunications networks;
 - II.2.9. the acts, decrees, legislation, regulations or restrictions of any government;
 - II.2.10. denial of service attacks or other types of attacks that are directed toward the infrastructure that supports the Site;
 - II.2.11. any type of outage or service degradation relating to the unavailability of a financial institution including, but not limited to, issuers and/or acquirers or any third party switch or processing system;
 - II.2.12. any failure or service outage that falls outside of our control.
- II.3. Our performance under any Contract is deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Event Outside Our Control to a close or to find a solution by which our obligations under the Contract may be performed despite the Event Outside Our Control.
- II.4. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, we will endeavour to contact you as soon as reasonably possible to notify you. If an Event Outside Our Control prevents us from providing you with a Tour (or part of a Tour) on the date referred to on your Ticket, we will either:
- II.4.1. agree an alternative date on which we can the Tour (or part of a Tour) to you and issue you with a Ticket for that alternative date; or
 - II.4.2. issue you with a refund for the amount of the Tour (or part of a Tour) that we did not provide to you as a result of the Event Outside Our Control.

This clause II.4 sets out your sole and exclusive remedy in the event that an Event Outside Our Control prevents us from performing our obligations under a Contract. **You recognise and agree that due to the nature of our services,**

Events Outside Our Control may arise on the day of your Tour or at the last minute, especially given the age (and thus the fragility) of some of our machinery, equipment and vehicles. Even though you may have incurred expenses (e.g. petrol and other travel costs) in getting to your departure location, we exclude all liability to you for such expenses. You recognise and agree that this is reasonable (even though such expenses might have been reasonably foreseeable at the time we entered into the Contract), because our Ticket prices are calculated on the basis that we do not have any liability to you for such expenses.

12. Our right to vary these terms

12.1. We may update or amend these Terms from time to time. Please review these Terms regularly to ensure you are aware of any changes we have made. Subject to clause 7.2, your continued use of the Site after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

12.2. Once your order has been confirmed and a Contract formed, we will not make any changes to the Terms that apply to your order. However if you are a returning customer please check the Site regularly to ensure you are aware of any changes we have made to our Terms since the last time you visited the Site.

13. Communications between us

13.1. When we refer, in these Terms, to "in writing", this will include email unless it is clear that email is not intended to be included in any particular scenario.

13.2. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site to order Tickets, you accept that communication between you and us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. Notices

14.1. Unless stated elsewhere in these Terms, all notices given by you to us must be given in writing in the English language. You can send notices to us by email at enquiries@dsrrb.co.uk or by pre-paid post to Queens Park Station, Torbay Road, Paignton, TQ4 6AF. We will confirm receipt of your notice by contacting you in writing, normally by email to the email address you gave us when you submitted your order. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped with the correct postage paid and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15. Our right not to accept orders and applicable refund

15.1. We may decide not to accept an order from you for Tickets. If we do so, if you

have made any payment in advance for the Tickets, we will refund you the full amount you have paid as soon as possible.

16. Other important terms

- 16.1. **All amounts due under this Contract shall be paid in full**, without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 16.2. **We may transfer this agreement to someone else.** We may transfer our rights under a Contract to another organisation, but this will not affect your rights or obligations under these Terms. You may only transfer your obligations under these Terms to another person if we agree in writing.
- 16.3. **Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms
- 16.4. **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the clauses of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses (and part clauses, where relevant) will remain in full force and effect.
- 16.5. **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- 16.6. **Which laws apply to this Contract and where you may bring legal proceedings.** These Terms are governed by English law and you or we can bring legal proceedings in respect of the Contract, your Tickets and/or a Tour in the English courts. If you live in Scotland you or we can bring legal proceedings in respect of the Contract, your Tickets and/or a Tour in either the Scottish or the English courts. If you live in Northern Ireland, you or we can bring legal proceedings in respect of the Contract, your Tickets and/or a Tour in either the Northern Irish or the English courts.
- 16.7. **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint or we fail to resolve a dispute between us in relation to the Contract, your Tickets and/or a Tour you may want to contact the Retail Ombudsman, who is a certified ADR provider, whom we are willing to work with. Further information about the Retail Ombudsman is available on their website at <http://www.theretailombudsman.org.uk>. We are also required to provide you with a link to the European Commission's Online Dispute Resolution (ODR) platform: <http://ec.europa.eu/consumers/odr/>.