

## Terms and Conditions for Merseyrail Experience Tour

### 2. OUR CONTRACT WITH YOU

2.1 Your contract with us shall take effect from the time that you purchase and/or make your booking.

2.2 By making a booking with us you accept that these Terms of Business apply both to you and all persons on whose behalf your purchase is also made and you thereby confirm that you have the necessary authority of such persons to do so on their behalf.

2.3 Your contract with us is governed by English Law and the English courts shall have non-exclusive jurisdiction over any dispute with us.

### 3. CHANGES TO TERMS

3.1 We have the discretion to amend these Terms from time to time replacing all previous versions published by Merseyrail.

### 4. THE SERVICES

4.1 We will supply the Experience Tour to you for the date and time agreed at the time of your booking. We may at our sole discretion reschedule a booking permitted that we are contacted at least 24 hours before the Tour.

4.2 Experience Tours require a minimum of 2 or more bookings per tour. Merseyrail reserve the right to re-arrange or re-schedule the Tour if the minimum number of bookings has not been met.

### 5. PRICE AND PAYMENT

5.1 The price of the Experience Tour will be set out in our price list in force at the time you purchase your ticket. You can access the price list at [www.merseyrail.org](http://www.merseyrail.org).

5.2 All prices include VAT but exclude any postage costs should that be necessary.

### 6. GROUP BOOKINGS

6.1 To make a group booking we require a minimum of 3 people and we can only allow for a maximum of 4 people.

### 7. CANCELLATIONS AND/OR DELAYS IN THE SERVICE

7.1 We will make every effort to deliver the Experience Tour on time. However, there may be delays or a cancelled tour due to an Event Outside Our Control as described in **clause 8** for which Merseyrail will not be held liable.

7.2 If a tour is delayed or cancelled due to an Event Outside Our Control We will endeavour to re-schedule the tour for either a later time on the same day or for a different day. This decision will be at Merseyrails' sole discretion.

7.3 Merseyrail may consider refunding tickets for delayed or cancelled Experience Tours however this will be a decision made at Merseyrails' sole discretion and only if one of the alternative methods of remedy described in clauses 7.2 would not be suitable.

7.4 Merseyrail will not be liable for any indirect or consequential losses that may arise as a result of a cancellation or delay in a Service, in particular but not limited to, Merseyrail will not be liable to pay for any accommodation or alternative travel costs.

## 8. EVENTS OUTSIDE OUR CONTROL

8.1 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation incident on the network, strikes, lock-outs or other industrial action by third parties, fire, explosion, storm, flood, high tides, earthquakes, bad weather, faulty machinery, or any other natural disaster, or failure of public or private telecommunications networks.

8.2 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms, Our obligation under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

8.3 Where the Event Outside Our Control affects Our performance of the Experience Tour to you, we will reschedule the tour as soon as reasonably possible after the Event Outside Our Control is over. Wherever possible Merseyrail at their absolute discretion may continue with the Tour avoiding the Event Outside Our Control if they deem it is safe to do so.

8.4 Merseyrail accepts no responsibility for any loss and/or damage suffered by you as a result of any Event Outside Our Control (including any distress, inconvenience, anxiety, loss of enjoyment or damage to any property). This does not affect your statutory rights.

## 9. CONDUCT

9.1 You are expected at all times to conduct yourself in a manner which respects the health, comfort and safety of all other persons on the tour or passengers using Merseyrail services. You are also expected to comply with any reasonable request made by your tour guide or any other member of Merseyrail staff. If you do not, or if in our opinion your conduct is likely to give cause for concern, we reserve the right to refuse entry to the tour or may request that you leave the tour at any point. Under such circumstances we will not refund any money that you have paid for the tour and shall have no liability to you as a result of the cancellation.

9.2 All visitors must pay attention to and comply with all information, regulations and notices relating to safety and security for the duration of the tour.

9.3 Smoking is strictly prohibited.

9.4 Flash photography in the underground is prohibited

9.5 Any visitor that appears to be intoxicated will be refused entry by Merseyrail staff or employees.

9.6 Visitors must wear suitable clothing and sensible footwear throughout the tour.

## 10. OTHER IMPORTANT TERMS

10.1 Only persons authorised by Merseyrail are permitted to sell or offer for sale any tickets for the Merseyrail Tour outlined in these Terms. Tickets will only be available for purchase through the Merseyrail Website [www.merseyrail.org](http://www.merseyrail.org).

10.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### MERSEYTRAVEL DISCLAIMER

Merseyrail shall not be liable for any injury to and/or death of any visitors or loss of/or damage to any property of visitors whilst in the custody or control of Merseyrail, unless such injury/death or loss is due to the negligence of Merseyrail.

Merseyrail shall not be liable for any indirect or consequential losses suffered by any visitors.

Due to the nature and physicality of the Tour we cannot be held responsible for any damage to clothing or property. The Tour is unsuitable for anyone under the age of 18 years old, pregnant females, anyone who is visually impaired or anyone who has any breathing or mobility issues.