

# Booking

## Terms & Conditions



# Please read these terms and conditions carefully before using our booking service

## **Agreement between the customer and Northern**

Our enquiry and booking service (the "Booking Service") is offered as a service to you, the customer, by us, Northern Trains Limited (also referred to as "we", "our" and "Northern"), either via our call centre, our website at [www.northernrailway.co.uk](http://www.northernrailway.co.uk) (the "Website"), via our mobile application (the "Mobile Application"), via any third party channels, or any version thereof.

## **Supply of train tickets**

These Terms and Conditions set out the terms of our contract with you in relation to our supply of any ticket that you purchase using

the Booking Service. By using our Booking Service, you confirm that you accept these Terms and Conditions. If you do not accept these Terms and Conditions, you must not use the Booking Service. We recommend that you print a copy of these terms for future reference.

## **There are other terms that may apply to you.**

These Terms and Conditions incorporate the following additional terms which also apply to your use of the Booking Service:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- Our Cookie Policy, which sets out information about the cookies on our Website.

## **Your train journey**

The train operating companies with whom you book tickets through this Booking Service are responsible to you in respect of the provision of the train journey you have booked. All bookings made through the Booking Service are subject to the National Rail Conditions of Travel (explained below) and any specific restrictions imposed by the relevant train operating companies which vary by ticket type.

## **About Northern**

Northern Trains Limited is a company registered in England and Wales (with company registration number 03076444). Our registered office is at Albany House, Floor 8, 94-98 Petty France, London, England, SW1H 9EA.

Northern Trains Limited is registered with VAT number 324 0974 12, however, train tickets are currently zero rated for VAT and so VAT receipts are not routinely offered.

All customer queries should be dealt with via our customer services department, You can contact our customer services department by using the contact details supplied in the Help section of the Northern website.

## **Use of the Booking Service**

The Booking Service is designed to provide you with travel information, to assist you in determining the availability of travel-related goods and services and to make travel reservations or other travel-related purchases. We do not guarantee that the Booking Service, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Booking Service for business or operational reasons.

You confirm that you are at least 16 years old to become a registered user and/or use the Booking Service, and if you are 16 or 17 years old, you confirm that you have obtained your parent or guardian's consent to become a registered user and/or use the Booking Service. You confirm that you have authority to use the payment method or billing account details you provide for the purpose of settling any payments due for any purchase made through the Booking Service, or that you owe to us. You also confirm that all information supplied by you in using the Booking Service is accurate and that you will not make any speculative, false or fraudulent purchase or reservation. You further promise that you will only use the travel services reservations and purchase facilities of the Booking Service to make reservations or purchases for yourself or for another person on whose behalf you are legally entitled to act. We shall not be obliged to sell tickets to or reserve a seat for, a person or persons who we have reason to believe may be intending to use it, or the proposed method of payment, fraudulently.

By default this Booking Service provides details of trains and fares which represent the fastest published journey times on the date and at the times selected. In some cases there may be cheaper fares available on other operators' routes or at off-peak times, in which case we provide a link to search for these. We quote prices for, and are able to sell the vast majority of point-to-point train tickets.

You acknowledge that you will be financially responsible for any bookings which are made through the Booking Service using your account details and for all reasonable and foreseeable losses which we suffer as a result of your breach of these Terms and Conditions or your negligence when using the Booking Service (including where you deliberately or negligently let others use your account).

You agree to use the Booking Service, our Website and Mobile Application only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use of the Booking Service. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from the Booking

Service, this Website or Mobile Application.

**You must keep your account details safe.** If you register an account with us, your account is meant for your individual use only. You are responsible for maintaining the confidentiality of your password and account details, and are fully responsible for all activities that occur under your password or account (including where your account is used by another person), unless these activities arise due to our negligence or breach of these Terms and Conditions by us.

### **National Rail Conditions of Travel**

The National Rail Conditions of Travel (as updated from time to time) sets out the minimum level of service you are entitled to expect in relation to your train journey. They also set out your rights and responsibilities in respect of any train journeys made on the UK railway network, including the liability of the train companies in respect of loss caused by the delay and/ or cancellation of any train, by any missed connection or by the closure of the railway as well as in respect of loss or damage to, and delay in the delivery of luggage and its contents. View the **National Rail Conditions of Travel**. Where the rights set out

in the National Rail Conditions of Travel are extended or restricted by the train operating companies with whom you may book tickets through this Booking Service, details of these extensions or restrictions will be provided to you with your journey summary prior to purchase.

The National Rail Conditions of Travel entitle Customers to the same levels of compensation or refund entitlements regardless of where they purchase their ticket.

### **Charges**

You will be responsible for all charges and taxes payable as a result of your use of this Booking Service, including any cost of accessing the Booking Service (for example, internet access charges or mobile data charges).

### **Issue of tickets**

Some tickets have limited availability. Although we check availability before quoting the fares, we cannot guarantee the availability of such tickets until you confirm the details of your journey immediately prior to payment. However, we do not charge you until your order has been processed. We take all reasonable measures to ensure that the times and fares quoted on our Booking Service are correct. However, despite our efforts, we cannot guarantee

that all of the information on our Booking Service (including times and fares) is correct, as our source data is provided from a third party rail information provider.

When we have confirmed your booking by email to your registered email address, we will fulfil your tickets to you using the fulfilment method you selected when you made your booking. While we endeavour to have tickets delivered in accordance with timescales supplied by our delivery agents, we cannot be responsible for any guaranteed delivery times.

Please check your tickets when you receive them. If you believe that the tickets we have sent you do not meet the information you provided at the time of booking through our Booking Service, please contact us. You must ensure that you are in possession of the tickets booked before you board the train. If you cannot produce a valid ticket for the class of accommodation and service that you are using, you will have to pay the appropriate fare on the train and a penalty fare may also be payable. We, the train operating company and the ticket inspector reserve the right to refuse to accept your ticket to the extent that it is unsatisfactorily

displayed or to the extent that we or they have reason to suspect that a fraudulent use of booking confirmation, transfer to a different person, or other abuse or reproductions, copies or counterfeits of any ticket are in circulation.

### **Getting your tickets**

We offer a range of methods to get your tickets. The particular options offered for your booking may differ depending on various factors, including ticket type, train operator, method of purchase and whether or not there is sufficient time to reliably post your tickets.

**Normal post:** We will dispatch tickets by normal post to the address you specify during the delivery process. You should ensure that the address provided is correct.

**Next day delivery:** We will dispatch tickets by Royal Mail Special Delivery to the address you specify during the delivery process. You should ensure that the address provided is correct. You will need to sign for the tickets upon delivery. Please note that due to Royal Mail restrictions it may take longer to deliver to remote locations. Please click [here](#) for more information on Royal Mail delivery times to remote locations.

**International post:** We will dispatch tickets by International Signed For (TM) post to the address you specify during the delivery process. You should ensure that the address provided is correct. You will need to sign for the tickets upon delivery.

**Collecting tickets at the station:** For many bookings we allow you to collect tickets from a range of stations. You must allow sufficient time to collect your tickets before boarding the train. You must have your ticket collection reference, and (unless stated otherwise) the credit/debit card used to make the purchase as identification. You should note any special collection instructions given during the booking process, for example the station opening hours.

If you are unable to collect your tickets (for example due to the ticket machine(s) being out of service) then you should contact the station staff for further assistance. If there are no staff at the station, you should board your booked train, and make yourself known to the on-train staff at the earliest possible opportunity.

**Print Your Own (PYO):** For some bookings we allow you to print your own ticket ("PYO").

You must ensure that you print the PYO ticket clearly on A4 paper

before you travel and carry the PYO ticket with you when you travel. PYO tickets that have not been printed are not valid for travel. PYO tickets presented on the screen of your device are not valid for travel.

PYO tickets denote passenger names and passengers must carry one of the following types of ID (matching the name printed on the tickets) when travelling in order to be valid:

- Credit or Debit card
- National Railcard
- Passport
- Driving Licence

PYO tickets are non-transferable and you must ensure that no one else is able to obtain and/or print a copy of your ticket.

Some train operating companies apply additional restrictions to the use of PYO tickets - you must note any additional restrictions notified during the booking process.

Mobile tickets: For some bookings we allow you to travel with paperless tickets ("Mobile tickets") delivered to the Mobile Application installed on a mobile phone, tablet or similar device ("Mobile Device"). Mobile tickets are not available on all Mobile Device operating systems.

When booking such tickets via the Website or call centre, you must check that your Mobile Device is compatible with our tickets by following the instructions provided before purchase.

It is your responsibility to ensure that you carry your Mobile Device on the relevant journey and that your Mobile Device is charged, functional, displaying the correct date and time and that you are able to display the ticket on your Mobile Device for inspection and scanning when you travel. Mobile tickets must be activated from within the Mobile Application before boarding the train in order to validate the Mobile ticket. The Mobile Device must be capable of running the Mobile Application and clearly presenting the Mobile ticket in a legible manner.

Due to the wide variety of Mobile Devices and networks we are unable to offer technical support or assistance. You may incur data usage charges from your mobile network provider for downloading a ticket. You should check with your network provider as to what charges may apply.

If tickets have been booked for more than one passenger, all passengers should travel together.

We shall not provide duplicate or replacement tickets. The ticket must be stored on your Mobile Device until the date and time of travel and such safekeeping shall be your responsibility. Mobile tickets are non-transferable.

By purchasing a Mobile ticket, you agree to cooperate with the train inspector and let him/her clearly view and scan the ticket on your Mobile Device and you acknowledge that you may be requested to hand over your Mobile Device voluntarily for inspection and scanning. If you do not produce your ticket or hand over your Mobile Device upon a request to do so by the train inspector, the train inspector shall be entitled to consider that you are travelling without a ticket.

Some train operating companies apply additional restrictions to the use of Mobile tickets - you must note any additional restrictions notified during the booking process.

etickets: For some bookings we will allow you to use an eticket. Where you select an eticket we will email you your tickets and you will have the option to use the eticket in one or more of the following ways:

1. Open the PDF attachment and show the ticket on your Mobile Device. If you are using this option then you must ensure that your Mobile Device can receive email and display a PDF attachment prior to purchase. It is your responsibility to ensure that you carry your Mobile Device on the relevant journey and that your Mobile Device is charged, functional and that you are able to display the ticket on your Mobile Device for inspection when you travel. You may incur data usage charges from your mobile network provider for downloading a ticket. You should check with your network provider as to what charges may apply. The ticket must be stored on your Mobile Device until the date and time of travel and such safekeeping shall be your responsibility. You agree to cooperate with the train inspector and let him/her clearly view and scan the ticket on your Mobile Device and you acknowledge that you may be requested to hand over your Mobile Device voluntarily for inspection and scanning. If you do not produce your ticket or hand over your Mobile Device upon request by the train inspector, the train inspector shall be entitled to consider that you are travelling without a ticket.



2. Print the eticket. If you are using this option then the terms relating to PYO tickets set out above will apply to your use of the eticket, save that ID is not required for etickets.
3. Download the eticket on the Mobile Application. If you are using this option then the terms relating to Mobile tickets set out above will apply to your use of the eticket.
4. Download the eticket into your Apple Wallet if you're using an Apple Wallet enabled Apple device, and show the ticket on your Apple Wallet enabled Apple device. To do this is simple: whilst you are on your Apple Wallet enabled Apple device you must access and open the email that we send you with your tickets, and click on the live link to Apple Wallet. If you are using this option the terms relating to the first type of eticket listed above ('Open the PDF attachment and show the ticket on your Mobile Device') will apply, except that there is no need to present a PDF ticket for inspection if you have downloaded the eticket into your Apple Wallet; instead you should display the ticket using Apple Wallet.

You must ensure that you present your eticket for inspection and scanning in one of the ways described above.

An eticket can only be used by one customer for one valid journey. It is a criminal offence to amend and/or reproduce an eticket for fraudulent use. Where more than one customer presents the same eticket for travel, both may be deemed invalid for travel. You shall have full liability for any fraudulent use of your eticket. Northern shall have no liability for any fraudulent use of etickets.

Smartcard: For some bookings we allow your ticket to be delivered to your Smartcard.

If you are using an existing Smartcard you must ensure that you correctly enter your Smartcard reference number if prompted - we cannot amend this after payment has occurred.

You must carry your Smartcard with you when you travel and present it for validation on request.

You must ensure that the purchased Smartcard product is loaded onto your Smartcard before commencing your journey.

Some train companies apply additional restrictions to the use of Smartcards - you must note any additional restrictions notified during the booking process.

## **Changes, cancellations and refunds**

Whether or not tickets can be amended and/or cancelled and refunded varies by the ticket type and is a feature of the ticket as determined by the train operating companies offering you the ticket. These terms and conditions are available during the booking process and we recommend you check these whilst booking your ticket to ensure you are buying a ticket which meets your requirements. These terms and conditions are also available in your account once you have made a booking.

Additional restrictions may apply to certain delivery methods and if applicable these will be notified during the booking process.

Where a ticket can be changed (for example some Advance tickets), you can change the travel date and time of travel by logging into your account. If you are changing your ticket with us, you must do this before your original train departs, and at least 2 hours before your new departure time. In addition to any difference in ticket cost, a change of journey standard charge will apply. We cannot change the stations you chose to travel between. If your original tickets have been issued, you will need to return these to us and they must be unused.

Where a ticket can be cancelled and refunded (for example most Anytime and Off-peak tickets) you can do this online by logging into your account on the Website and also within our Mobile Application. Standard charges apply. If your tickets have been issued, you will need to return these to us and they must be unused.

Please note that you will be responsible for the cost of returning any tickets to us where this is required.

The level of fees for changes and refunds are generally determined by the train operating companies. The current fees are shown in the ticket terms and conditions available in the booking process.

We endeavour to process your request within 28 days of receipt of your application. If your refund is approved, we will process your payment back onto the card used to make the purchase (minus our processing fee if applicable). It may take up to 5 working days for a credit to appear on your statement.

We shall not be obliged to change, cancel, replace or refund a ticket where we have reason to believe that it is being done so fraudulently.

If you have any questions about changing or cancelling your tickets online, or if you think that we have sent you a wrong ticket or have otherwise made an error in taking or processing your ticket booking, please contact us.

### **Compensation and Refunds for delayed or cancelled journeys**

If the service on which you have booked to travel is cancelled or severely disrupted you may be entitled to compensation or a refund from the train company you travelled with. If the train company allows us to issue this refund on their behalf, then we shall do so. If not, we will provide you with the contact details of the relevant train company and you will need to make a claim directly with the train company concerned. Unfortunately we are not permitted to issue compensation or refund tickets for cancelled/disrupted journeys unless the relevant train company gives us permission to do so. If the train company in question you travelled with is Northern, then we will compensate you directly for any compensation that you may be entitled to. Please see below for further details.

If the service on which you have to booked to travel is cancelled or severely disrupted and that service is operated by Northern then then Northern's

terms and conditions relating to those transport services shall apply. Links to these terms and conditions are set out directly below and include information about what type of compensation you may be entitled to if something goes wrong and how to make a claim;

- Terms and Conditions
- Northern Customer Promise; and
- National Rail Conditions of Travel

Please note, in relation to transport services that are not operated by Northern, we are not responsible for any loss or damage which you suffer in relation to the provision of these transport services under tickets purchased through the Booking Service (including any delays, cancellation or disruption to train services) and you should contact the train operator providing those services directly. For all other train operating companies, the National Rail Conditions of Travel and any further terms and conditions imposed by the individual train operating company will apply to any transport services provided to you in accordance with tickets booked through the Booking Service, and you should read such terms and conditions carefully.

## **Our Liability to you for using the Booking Service**

We will use reasonable care and skill to carry out the ticket retailing services contained in the Booking Service within a reasonable time, in accordance with these Terms and Conditions. We do not make any other promises and no other promises shall apply in respect of the information, products, and/or services contained on the Booking Service.

### **Where you are an individual:**

using the Booking Service for your own personal purposes and not in the course of a business, we will pay for all reasonable and foreseeable direct costs which you incur in relation to the provision of tickets by us, and which are directly caused as a result of our negligence or a breach of any of these Terms and Conditions, and which you could not have avoided or reduced by taking reasonable steps. If we fail to deliver any tickets to you for any reason within our control within a reasonable time prior to your departure time, any reimbursement made by us of the costs of a replacement ticket or an alternative journey by train shall be no more than the cost of the nearest equivalent ticket purchased on the train or at the station.

These Terms and Conditions do not affect or limit any rights you may have as a consumer under for example the Consumer Rights Act 2015. If you are unsure if this applies to your circumstances or believe that it does apply to your circumstances please contact our Customer Experience Centre on 0800 200 6060. We always consider each claim made to us on its individual merits.

We are not responsible for losses that result from, but are not directly caused by, any breach of these Terms and Conditions, or that are not reasonable or foreseeable by you and us (such as loss of profits or opportunity) even if we are made aware of the possibility of such losses. Our liability shall not, in any event, include losses related to any business of yours, such as lost data, lost profits or business interruption.

### **Where you are using this Booking Service in the course of a business:**

we will be liable for any reasonable and foreseeable direct costs you incur which are caused as a result of our negligence or a breach of these Terms and Conditions up to a limit of the value of the relevant ticket(s) purchased by you, which costs could not have been reduced or avoided by you taking reasonable steps. We

will in no circumstances pay or be responsible for any loss of profit, loss of opportunity, loss of business, loss of revenue, wasted time, wasted costs, indirect, incidental, or consequential loss arising out of or in any way connected with the use of this Booking Service or with the delay or inability to use this Booking Service, or for any information, products, and services obtained through this Booking Service, or otherwise arising out of the use of this Booking Service.

Nothing in these Terms and Conditions limits our liability for death or personal injury directly caused by us.

All third party suppliers of products, services or content through which we link to from this Booking Service (which may include our selected partners such as providers of hotels, travel insurance companies and car hire companies) are independent entities and we are not responsible or liable for any wrongful act or omission on their part or for any of the content of their websites, including but not limited to any product liability claims

### **Other terms**

We may change these Terms and Conditions from time to time. When we do so, we will publish

the new version on the Website. However, any changes will not affect existing terms accepted by you when making a reservation or purchase through this Booking Service. When you use the Booking Service, we will ask you to confirm your acceptance to the most up-to-date version of these Terms and Conditions whenever you make a booking. If you do not agree to any changes we make to these terms and conditions, you must stop using the Booking Service.

We may update and change our Booking Service from time to time to reflect changes to ticket types, our users' needs and our business priorities.

These Terms and Conditions are intended by us to set out the whole agreement between us and you relating to the Booking Service and any prior communications between us are not included in this agreement.

If any of these Terms and Conditions are found to be invalid by a court or at law then the remainder of these terms shall continue to apply to the extent that they still make sense without the unenforceable term(s).

The prices quoted on this Booking Service are in pounds sterling. If

you choose to pay for your ticket using a foreign credit or debit card, you will be responsible for the exchange rate and you are advised that changes to your ticket or refunds may be affected by such exchange rate.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of this Booking Service.

Neither you nor we intend any third party to be able to enforce any of these Terms and Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999.

You and we agree that English law applies to these Terms and Conditions and that any dispute between us regarding the Booking Service or arising out of or in connection with these Terms and Conditions will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there.





Visit [www.northernrailway.co.uk](http://www.northernrailway.co.uk)



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