## CONDITIONS OF CARRIAGE





### Introduction

Welcome to Heathrow Express - our commitment to you

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Heathrow Express are committed to ensuring our customers get to their destination safely and on time. That's our key aim and our number one priority. When you buy a ticket to travel on Heathrow Express or tap in using Contactless or Oyster (where you are charged a single journey at our Express Class Standard fare), you enter into an agreement with us which gives you the right to make the journey you are paying for. Our Conditions of Carriage are part of this agreement and they set out the rights you have, what you can expect from us and what we are obliged to do.

These Conditions of Carriage apply to all tickets purchased on or after 01<sup>st</sup> October 2023 and are valid until further notice. The Conditions of Carriage apply to all journeys on the Heathrow Express. The National Rail Conditions of Travel apply to all other non-international journeys by scheduled passenger train services on the main line railway network of the UK. Transport for London's conditions of carriage apply to journeys on services run by London Underground Limited and London Bus Services Limited.

For those customers who purchased a ticket to travel on Heathrow Express before 01st October 2023, a different version of our Conditions of Carriage applies. This can be found at https://www.heathrowexpress.com/conditions-of-carriage

We will review our Conditions of Carriage every year in conjunction with the independent transport watchdog London Travel Watch. Your views are important to us, and your suggestions and comments are greatly appreciated. The information in this publication is correct at the time of printing and is subject to change without prior notice. Our Conditions of Carriage are available to view electronically on the Heathrow Express website, in printed format at the ticket sales podiums at the stations at Heathrow Airport and London Paddington and in hard copy upon request to the Heathrow Express Customer Relations Team.

The Heathrow Express Conditions of Carriage do not in any way limit your legal rights under the Consumer Rights Act 2015 or any other relevant legislation.

#### About Heathrow Express

Heathrow Express is a non-franchised, non-subsidised private rail company which launched in 1998 to operate a non-stop service between Heathrow Airport and London Paddington. We run up to 150 services per day and carry an average of 17,000 customers. It is the fastest rail link from London Paddington to Heathrow Central station (Terminals 2 and 3), with a scheduled journey time of just 15 minutes to Heathrow Central station (and a few minutes more to Heathrow Terminal 5 station). For journeys to Heathrow Terminal 4, please change at Heathrow Central station and board the free interterminal train service.

When you choose to travel on the Heathrow Express you choose rail travel as it should be, convenient, professional, and friendly.

#### Getting in touch with Heathrow Express

You can contact us:

- through our website http://www.heathrowexpress.com/contact-heathrow-express
- by writing to our Customer Relations team at:

Heathrow Express Customer Relations Department.

PO Box 887

3 Manor Court.

Exeter.

FX1 9YT

United Kingdom

- by telephoning our team on +44 (0) 345 600 1515
- via Twitter or Facebook at @heathrowexpress

Should you choose to write to us please include in your letter either your postal address, your email address, or your contact phone number to enable us to respond to your query.

Our Customer Relations team are available Monday to Sunday 0900-1730 and will endeavour to answer your call within 30 seconds. Calls from the UK to this number are charged at the local rate. Costs from international networks may vary. Our friendly team will be happy to help with complaints, refunds, compensation claims and general enquiries.

# Heathrow Express Conditions of Carriage

#### 1. Our responsibilities

#### 1.1 Our commitment to you

Heathrow Express will use reasonable care and skill to carry you between London Paddington and Heathrow Airport. In the event of disruption, we will endeavour to take you to your Heathrow Express destination. This may be by train, coach, or taxi, or by a combination of these at our discretion, and you should be aware that travel by road may take longer than by train.

Subject to any advertised restrictions, you may join any train for which your ticket is valid, but we cannot guarantee to provide you with a seat.

#### 2. Your responsibilities

#### 2.1 Make sure you allow enough time for the journey

If you are travelling with us to Heathrow Airport, please ensure you have enough time to make your flight. Your airline or travel agent will tell you the minimum check-in time: the time by which you must be at check-in desk.

We want to keep you up to date with our latest train running information and we always advise customers to check our website, <u>heathrowexpress.com</u>, our mobile application and our Twitter feed @HeathrowExpress before they travel. These channels will give you up to date information about disruption and timetable changes.

You should allow adequate time to get from the train to the check-in desk for your minimum check-in time. We recommend at least fifteen minutes for this at Terminals 2 & 3; and at least ten minutes for your minimum check-in time at Terminals 4 and 5. Remember that there may be gueues at check-in desks during busy periods.

#### 2.2 Please check tickets and change at the time of issue

When you buy a ticket, please make sure that it is for the journey that you wanted and that you have received the correct change. If an error has been made, please let us know at the time of purchase and we will do our best to rectify this. If you are not able to speak to us at the time of purchase, please contact one of our Customer Relations team using one of the contact methods detailed above. You may be asked to provide evidence of the error which has been made

#### 2.3 Make sure you are on the correct train and that you get off at the right station

Please make sure that you join the correct train and that you get off at the right station. Our team will be happy to help and provide you with information; however, we cannot be held responsible for any loss or delay if you have made a mistake.

#### 3. Tickets

#### 3.1 Requirements to hold a ticket or validated Contactless or Oyster Card

You must have a valid ticket or a validated Contactless or Oyster card with enough funds to cover you journey for all Heathrow Express journeys between Heathrow Central station and London Paddington. You must ensure that you have this ready to handover during your journey (with any accompanying photocard) when asked by a member of the Heathrow Express team. If you travel without a valid ticket or validated Contactless or Oyster card you will need to purchase a ticket at the appropriate full fare from the Ticket Vending Machines before passing through the ticket gates. If you can't pay the fare at the Ticket Vending Machines, you will need to provide contact information so that we can reclaim the cost of your journey from you. This may also include an administration charge of up to £10

Travelling between the Heathrow terminals is free, but you still need to either collect a ticket from the dedicated machines permitting travel between the terminals or you use your contactless card to tap in and tap out between the terminals (don't worry – you won't be charged when travelling between terminals).

Please note that Transport for London tickets, Travel Cards or Freedom Passes are not valid for travel on the Heathrow Express between Heathrow Central and London Paddington.

Tickets are only valid for the direction of travel stated on the ticket when purchased.

#### 3.2 Buving a ticket

We recommend that you purchase your ticket in advance of making your journey to take advantage of any special offers which may be running from time to time. Please ensure that you retain your ticket for inspection whilst onboard our trains.

Any special offers which are running from time to time may be subject to special terms and conditions and the availability of such offers may vary between the different points of purchase depending on the promotion. Heathrow Express reserves the right to offer, change and/or withdraw promotional offers at any time.

#### 3.3 Types of ticket and where to buy your ticket

We offer a range of ticket types, and our team will be pleased to assist you in making the most suitable choice for your journey. We offer two classes of travel on-board our trains, Express Class, and Business First Class. Please ensure you are travelling in the class of carriage which your ticket permits.

Ticket types can be purchased from of the following points of sale:

	Ticket Vending Machine s	Ticket Gates (Using Oyster or Contactless Cards)	Sales Advisors	Online & Mobile app	Third party licensed retailers & from train companies from their National Rail Offices
Standard tickets	<b>√</b>	✓	<b>√</b>	<b>√</b>	<b>√</b>
Advance tickets	Х	Х	Х	✓	<b>√</b>
Rail Card discounts	<b>√</b>	<b>√</b> *	<b>√</b>	<b>√</b>	<b>√</b>
Disabled Persons Rail Card	✓	<b>√</b> *	<b>√</b>	✓	<b>√</b>
Carnets	✓	X	✓	<b>√</b>	X

<sup>\*</sup>If Railcard is linked to card

If you have purchased your ticket using our mobile app, you can choose to have your ticket sent to you either by email or directly to your mobile device. When disembarking at Heathrow Stations or boarding at Heathrow Stations you will be required to scan your ticket at the ticket barriers. Please ensure you have this ready as you approach the ticket barrier.

If you are unsure as to which ticket is best to purchase for your journey, please speak to either our Customer Relations team or to one of our Sales Advisors who are located around the terminals at Heathrow Airport, Heathrow train stations and at London Paddington.

#### Advance tickets

If you have purchased an advance ticket, please be aware that the following terms and conditions will apply:

- advance tickets can only be purchased online or through the mobile app
- advance tickets are only available as e-tickets or mobile tickets
- single advance tickets are valid for one journey on the outbound travel date booked
- advance tickets are non-refundable and non-exchangeable
- advance tickets cannot be used in conjunction with any other promotion, offer, discount or any other train company special offers
- advance tickets cannot be used in conjunction with Railcards

#### Paving for your ticket:

Tickets can be purchased from these points of sale using the following methods of payment:

	Ticket Vending Machines	Sales Advisors	Online & Mobile app	Ticket Gates*
	We are a cashless business and therefore do not accept cash at any of the Heathrow Express operated sales locations			
VISA, Mastercard, American Express	<b>√</b>	<b>√</b>	✓	<b>√</b>

<sup>\*</sup>Using Oyster or Contactless cards

The price paid by you is valid for the duration of the ticket and any subsequent change in prices during this period will not affect a ticket that has already been purchased. The prices quoted on our website for online purchases are in GBP sterling, US Dollars, and Euros. If you choose to pay for your tickets using any other currency other than GBP sterling, you may have to pay a further fee in respect of the exchange rate.

The price you see displayed on our website is the final price of the ticket subject to your credit card terms and conditions. Prices may vary from time to time.

#### 3.4 Peak traveltimes

As of  $06^{th}$  September 2020, Heathrow Express do not operate any time restrictions. Valid tickets can be used at any time of the day.

#### 3.5 Discounts

If you wish to purchase your ticket using a Railcard you must do this at one of our ticket machines, from a Sales Advisor, using our mobile app or online at www.heathrowexpress.com. If you are using an Oyster or Contactless card, the railcard must be linked to your Oyster or Contactless card in your registered TfL account. If you do not have a registered TfL account, you cannot make use of Railcard discounts when using Oyster or Contactless.

If you are purchasing a discounted ticket using a Heathrow Airport ID Card you must purchase a ticket from our Sales Advisors, online or through the mobile app. Discounted Carnets for Heathrow Airport ID holders can only be purchased from Sales Advisors.

Please always carry your valid Railcard or Heathrow Airport ID Card with you whilst travelling on the Heathrow Express.

If you wish to travel using a Travel Warrant, you must purchase your ticket from one of our Sales Advisors at Heathrow or from the Great Western Railway ticket office at Paddington Station.

Railcard discounts may normally only be used to purchase Express Class tickets: the only exceptions are when using a Disabled Persons Railcard or a Senior Railcard.

#### 3.6 The period during which your ticket can be used

#### Validity of single tickets

All single tickets are valid on the date of travel specified on the ticket when purchased only.

#### Validity of return tickets

All return tickets are valid for:

- 5 days within the specified date of travel on the ticket for the outbound journey.
- 30 days within the specified date of travel on the ticket for the return journey

#### 3.7 Third parties

Customers purchasing their tickets through third party licensed retailers and not directly from Heathrow Express should follow the terms and conditions for your ticket. This includes:

- direct booking through a Partner company website, e.g.; an airline website or payment card website
- Tickets booked through a trade site that Heathrow Express has provided
- When you are directed to a partner site by clicking on a link in an email or website

Should you have any questions or queries, please contact the organisation through which you purchased your ticket directly.

#### 3.8 Children

Children aged 15 years and under travel free in Express Class if they are either accompanied by a paying adult or if they are unaccompanied by a paying adult but are holding proof of air travel such as a valid flight booking or boarding pass when. There are no restrictions on the number of children who can travel at any one time, with or without an adult

All children travelling on the Heathrow Express must be in possession of a valid ticket or a validated Contactless or Oyster card to travel. You are unable to purchase an individual child's ticket online, however, it may be purchased alongside an adult ticket. Children travelling alone must either use a validated and registered Contactless or Oyster card to travel or get a ticket from a member of the Heathrow Express team either at Heathrow Airport, at one of the Heathrow train stations or at Paddington Station and they may be required to show photo identification when purchasing the ticket or when onboard the train if asked by a member of the Heathrow Express team.

We will not take responsibility for children who are travelling alone. Parents and guardians who allow their children to travel unaccompanied on the Heathrow Express do so at their own risk.

Children aged 15 years and under travel free in Business First Class only if accompanied by an adult who has bought a Business First Class ticket. Children cannot travel unaccompanied in Business First Class.

Child Oyster cards (5–10 Zip Oyster photocard, 11–15 Zip Oyster photocard, Visitor Oyster card or a blue Oyster card with the Young Visitor discount applied) can be used to travel free on Heathrow Express. If a young person is travelling with us for free, we would ask that the Oyster Card or Zip Card is still used to tap in and out so that we have a record of the journey.

Contactless cannot be used to travel free and travellers aged 15 years and under who do not have one of the above Oyster cards should collect a free ticket as described above.

#### 3.9 Concessionary discounts for disabled people travelling on the Heathrow Express

#### If you hold a Disabled Persons Railcard

If you hold a Disabled Persons Railcard, you may purchase tickets at a discounted rate from our Ticket Vending Machines, Sales Advisors located at Heathrow stations and London Paddington, using our mobile app or online at www.heathrowexpress.com.

#### If you do not hold a Disabled Persons Railcard

We are pleased to offer discounts to those customers who do not have a Disabled Persons Railcard but are either registered as visually impaired or need to stay in a wheelchair during their journey. If this is the case, you will be elicible for the following discounts on Business First Class and Standard Class tickets:

- all single tickets 34% off
- all return tickets 34% off

#### Customers who are visually impaired

If you are registered as visually impaired and do not hold a Disabled Persons Railcard, then you and one companion are eligible for the above discounts when travelling on the Heathrow Express. This discount will only apply to adult fares, and you may be asked to provide some evidence of your visual impairment (e.g., a document from a recognised institution such as the NHS, your Local Authority, The Royal National Institute of Blind People (RNIB) or Blind Veterans UK) when purchasing your ticket and, if asked, whilst onboard the train.

#### Customers who need to stay in their own wheelchair

If you need to stay in your own wheelchair during your journey on the Heathrow Express, then you will be eligible for the concessionary discounts show above on both adult and child tickets. These discounts are available to passengers travelling alone and one adult companion.

#### 4. If you decide not to travel – your rights to a refund on tickets

If you purchase a ticket and decide not to travel, you may be eligible for a refund depending on the type of ticket you have purchased.

If you are eligible for a refund you can apply within 30 days of the expiry date on the tickets. Your ticket will expire on the following date depending on the type of ticket you have purchased:

- for all single tickets this is the date specified for travel on the ticket
- · for all return tickets this is 30 days after the date specified on the ticket for the outbound journey
- for all carnet tickets this is 12 months after the date of purchase of the carnet provided the carnet has not been used

The following types of tickets are not eligible for a refund (subject to these Conditions of Carriage):

- all Advance tickets
- carnets where one or more of the tickets have already been used

For refunds on a carnet which is unused and unexpired please see section 5.3.

#### 4.1 How to apply for a refund

We aim to administer refunds using the same method of payment you used to purchase your ticket, see table below for further detail on this. Where this is not possible, we will administer refunds through the alternate method of repayment indicated by you on your completed Customer Query and Feedback form on our website which can be accessed here: https://www.heathrowexpress.com/contact-heathrow-express.

We aim to process all refund payments within 20 days of the date the completed refund request form was accepted. There is not usually an administration fee payable for processing a refund.

With the exception of compensation for delayed journeys detailed in section 5, any other applications for a refund will be considered at our discretion and we may charge an administration fee of up to £10. Please contact our Customer Relations team to discuss your personal circumstances.

How you apply for a refund will depend on where and how you purchased your ticket. If you make a written request to our Customer Relations team for a refund, please ensure that you enclose a copy of your ticket along with the details of your journey and your contact details. The different ways in which you can apply for a refund are detailed in the table below:

How was the ticket purchased?	How to claim a refund
Heathrow Express Ticket Machine	Within 28 days by contacting the Heathrow Express Customer Relations team using the above contact information.
Heathrow Express Sales Advisor	On the day of purchase by contacting any Heathrow Express Sales Advisor.  Within 28 days by contacting the Heathrow Express Customer
	Relations Team using the above contact information.
Heathrow Express Website / Mobile App	Within 28 days by contacting the Heathrow Express Customer Relations Teamusing the above contact information.
London Underground	By contacting Transport for London Customer Services.
Transport for London Information Centre	Within 50 minutes of purchase from the point at which you purchased the ticket.
Third Party Licensed Vendor	By contacting the licensed Third-Party organisation from whom you purchased the ticket.
By Oyster or Contactless	Within 28 days by contacting Heathrow Express Customer Relations. You will need to have a TfL registered Oyster or Contactless card and provide proof of journey from your TfL account.

The way in which we pay any refunds will depend on the payment method that used to purchase your ticket. Please see the table below:

Payment Method	Refund payment Method	
We are a cashless business and therefore do not accept cash at any of the Heathrow Express operated sales locations		
Credit or Debit Card	Credit to the relevant card account.	
Rail Travel Warrant	Credit to the relevant warrant account	
Oyster/Contactless Card	Any refund or compensation payments will be paid to a credit or debit card.	

#### 5 Carnets

#### 5.1 Introduction

Our Carnets offer great value if you travel with us regularly. Conditions 5.2–5.4 cover our policy on carnets. If there is any conflict or inconsistency between these and any other conditions, Conditions 5.2–5.4 apply.

#### 5.2 Validity of carnets

Heathrow Express carnets can be used on our services for the specified number of single journeys within 12 months of the date of issue. If they are used for travel further than the route permitted on the ticket, or outside of their validity period of 12 months from the date you purchase the carnet, then you will be treated as having joined the train without a valid ticket for that additional part of your journey and will be charged accordingly. Some train operators may also charge a penalty fare for this.

#### 5.3 Refunds on carnets

If you have purchased your carnet and no longer wish to travel, then you may apply for a refund only before the first ticket is used. This can be done by sending the unused carnet to Heathrow Express Customer Relations at:

Heathrow Express Customer Relations Department PO Box 877 3 Manor Court Exeter EX1 9YT

If you are sending your refund request to Heathrow Express Customer Relations team, please include a copy of your ticket with the details of your journey and your contact details. If you have paid in cash, the refund will be paid on to a card in your name.

Other than in accordance with the provisions of these Conditions of Carriage in respect of compensation for delays, refunds will not be paid if any of the tickets in the carnet have been used.

#### 5.4 Use of carnets

United Kingdom

Carnets may be transferred to another passenger, but they cannot be resold. The tickets in a single carnet may be used by a group of people travelling together at the same time.

#### 6 Compensation for delay

#### 6.1 Heathrow Express Delay Compensation Scheme

If your train is delayed, you can claim for compensation via the Heathrow Express Delay Compensation Scheme or by relying on your statutory rights such as those outlined in the Consumer Rights Act 2015.

If your train is cancelled or delayed resulting in you arriving at your Heathrow Express destination more than 15 minutes later than scheduled, we will compensate you for some, or all, of the cost of your ticket using our Delay Compensation Scheme. Our Delay Compensation Scheme does not in any way limit or exclude your other rights to compensation (including in respect of other losses) where we are at fault, including those available to you under the Consumer Rights Act 2015 or other applicable legislation.

You do not have to use our scheme to recover compensation, you can claim directly using your other legal rights, such as under the Consumer Rights Act 2015, however, as you cannot claim compensation for the same journey twice you must select one method of claiming any compensation. We will review and consider each claim for customer compensation and will provide clear reasons outlining our decision when replying to your request.

FOR INFORMATION: The Consumer Rights Act 2015 gives consumers various legal rights, including where a service is not performed with the reasonable level of care and skill. For further information on your rights as a consumer whilst travelling, please see www.gov.uk/consumer-protection-rights.

If compensation is payable, it will normally be paid onto the same used to purchase your ticket unless you ask us otherwise. Only credit and debit card refunds are available.

Under the Heathrow Express Delay Compensation Scheme, we will pay compensation based on the length of your delay and the cost of your ticket:

Length of delay in arriving at Heathrow Express destination	Percent of ticket price as Compensation
15 to 29 minutes	50% compensation entitlement
30+ minutes	100% compensation entitlement

Please remember to keep hold of your ticket as evidence of your journey for your claim. If you get off at a station which has automatic ticket gates, please just show your ticket to a member of our team who will let you through.

The easiest way to make a claim is through our website www.heathrowexpress.com where you can scan or send us a photo of your ticket. You can also send our Customer Relations team (contact details within this document) a copy of your ticket with the details of your journey, your preferred payment details, and your contact details.

For your claim to be considered you must submit your claim within 28 days of the relevant journey. Our team will consider the details of your claim and if compensation is payable, we aim to pay this within 20 days of receiving the claim.

#### 6.2 Planned engineering work

We work closely with Network Rail who may need to make improvements to the track between London Paddington and Heathrow Central station. At times, there may be some planned disruptions to our service due to engineering works. Whenever this is the case, we will make you aware of any planned disruptions to the service and any alternative modes of transport which may be running instead of the Heathrow Express service via our website, mobile app and on the National Rail website.

#### 7 Accommodation on trains

#### 7.1 Where there are not enough seats

Subject to any advertised restrictions, you may join any train for which your ticket is valid. We are unable to guarantee to carry you, or to provide you with a seat, on a particular scheduled train nor do we guarantee that the accommodation on your ticket will always be available.

If you have purchased a Business First Class ticket and there are no Business First Class seats available on the Heathrow Express train you wish to travel on you may travel in an alternative class. If this is the case, you will either be paid a full refund for the price of your ticket, or your ticket will be valid for another journey. Please apply for a refund either on our website or by contacting our Customer Relations team in accordance with Condition 4.1 of these Conditions of Carriage.

#### 7.2 Travelling in Business First Class with an Express Class ticket

If you have an Express Class ticket and you travel in Business First Class accommodation, you will be required to pay for an upgrade. The amount you will be required to pay will be the difference between the price of the Express Class ticket you purchased for your journey and the on-board price of a Business First Class ticket for the service which you have travelled on. Please note, this restriction will not apply where we are unable to offer you Express Class accommodation due to unforeseen overcrowding or a temporary unavailability of Express Class accommodation.

We will consider you to be travelling in Business First Class if you are occupying seats or standing in any part of the Business First Class carriages. Upgrade vouchers can only be used in conjunction with a full Express Class ticket. Upgrade vouchers are not valid for travel without a ticket and must be fully completed where applicable.

#### 7.3 Passengers travelling with disabilities

We aim to make travelling with us as easy as we can for all our customers. Our Accessible Travel Policy (ATP) is available on our website www.heathrowexpress.com/onboard/accessibility and from our Customer Relations team who will be pleased to send you a copy upon request. Our ATP is available in a range of different formats including audio file, large print, and braille.

#### If you need some help

We offer a 'turn up and go' always accessible service. This is part of our commitment to providing appropriate arrangements and assistance to disabled passengers using our services. Heathrow Express is pleased to participate in the Passenger Assist scheme. More details can be fund within our ATP. All our customer facing staff are trained to identify and assist those customers who may need assistance when travelling on the Heathrow Express, including assisting passengers on and off the trains and with getting around at the stations. To use this service, please arrive at the station 15 minutes before the departure time of the train you wish to travel on, and our team will be more than happy to assist.

Our trains will always have at least two wheelchair spaces available onboard and guide dogs are welcome at all the stations we operate from and onboard our trains.

#### 7.4 On-board facilities

Each train has an accessible toilet with baby changing facilities. We will use all reasonable endeavours to provide these facilities, but we cannot guarantee that these facilities will always be available on every service.

#### 8. Luggage

#### 8.1 Accompanied luggage

We have dedicated space for luggage on board all our trains and we will normally accept accompanied luggage free of charge. However, we reserve the right to refuse to carry if in our opinion:

- it might cause injury, danger or inconvenience, or damage to property
- there is not enough room for it
- its loading or unloading may cause delay to trains.
- it is not carried or packaged in a suitable manner.
- it is considered to be an excessive quantity

We are committed to running a punctual service and may refuse to carry your luggage should its loading or unloading cause a delay to the train. We reserve the right to refuse to accept luggage even if it has been accepted on a previous occasion or is normally accepted.

#### 8.2 Conditions relating to large items of luggage, disability scooters, wheelchairs, and animals

Certain items of luggage (such as those that are too heavy to be carried without assistance or too large to fit on our luggage racks) may not be accepted on our trains. Musical instruments which are capable of being bought on board without assistance will be carried free of charge. If you are travelling with a pram or pushchair, this should be folded in the interests of other customers. You may be asked to move if your pushchair or luggage is in the space reserved for wheelchair users.

For larger items of luggage, or where a seat required by another customer is occupied by an item of luggage, you will be required to pay an additional fare equal to the one you paid for your Heathrow Express journey.

We can carry some types of mobility scooters on our services. Please check the limits on the dimensions of the scooter in our Accessible Travel Policy before you travel. This can be found at <a href="https://www.heathrowexpress.com/onboard/accessibility">www.heathrowexpress.com/onboard/accessibility</a>. If you are travelling with a wheelchair, there are at least two wheelchair spaces on each Heathrow Express train.

Each customer may take with them, free of charge and subject to the conditions below, a maximum of two dogs, cats, or other small domestic animals if they do not endanger or inconvenience customers or staff. Dogs must be kept on a lead at all times unless in a basket or pet carrier. Dogs without leads, cats, birds, and small domestic animals must be carried in an enclosed basket, cage, or pet carrier. This must be rigid and not open (to prevent escape), and the animal must be able to stand and lie down in comfort. We retain the right to refuse carriage or entry to any animal if a customer objects to its presence. We may ask you to move your animal to another part of the train. This is line with the railway byelaws.

#### 8.3 Travelling with a bicycle

Cyclists are welcome on board the Heathrow Express with their bicycle and do not have to reserve a cycle space. As our services are very busy on weekday mornings and evenings, we are unable to carry bicycles on trains leaving Heathrow Central between 06:30 and 10:00 or trains leaving London Paddington between 16:30 and 19:00. This restriction does not apply on Saturdays, Sundays, or Public Holidays.

#### 8.4 Travelling with an electric scooter or e-unicycle

We do not permit the carriage of e-scooters or e-unicycles on our train service at any time. This is due to a specific fire safety threat associated with the batteries in this type of vehicle. Hover boards and e-skateboards are also not permitted on our trains. Electric bicycles are permitted however they must not be charged on board.

#### 8.5 Your responsibilities

You are responsible for your luggage when travelling with us, and this includes taking responsibility for any injury, damage or loss caused by your failure to take reasonable care of it.

#### 8.6 Liability for loss or damage to luggage

Should there be any loss or damage to your luggage (or any delay caused because of any loss or damage) we will only be liable if the luggage has been brought on to the trains or stations that we operate from and the loss, damage or subsequent delay is caused by the negligence of ourselves, our staff, or our agents. Our liability for any lost, damaged, or delayed items of luggage will not exceed the value of that item or £5,000, whichever is lower.

#### 8.7 Lost property

If you have left any property onboard our trains or at the stations we operate from this will be passed to the lost property office at either Heathrow Airport or London Paddington station. Please note, you may be asked to provide evidence of ownership of the item you are reclaiming and may be asked to show personal identification prior to collecting the item. We will not be responsible for any loss or damage to your item, or any delay to your journey on the Heathrow Express caused by the lost item, unless this is caused by the negligence of ourselves, our staff, or our agents.

Any items which have not been claimed by the owner within three months of being found will be regarded as having been abandoned and may then be sold or otherwise disposed of by the lost property office holding the item. Any items of a perishable nature may be disposed of earlier than three months. The lost property office holding your item may charge a fee for the return of the lost property to the owner. This fee will depend upon the type of item and the period for which it has been held.

Lost property at Heathrow Airport or on trains heading towards London Heathrow

If you have lost property on one of our trains towards Heathrow or at Heathrow Airport you can contact the Lost Property team on **0844 824 3115** (within UK), +44(0) **208 634 4130** (outside UK) or email them at: LHR.lostproperty@bagport.com Additionally, you can search for items of lost property on www.missingx.com

Lost property at London Paddington or on trains heading towards London Paddington

Lost property found at London Paddington station or on trains heading towards London Paddington will be handed to the Paddington Station Lost Property Office on Platform 12, which can be contacted on +44 (0)207 262 0344.

#### 8.8 Keeping you safe – identification and examination of luggage

Keeping you safe is important to us and at any point during your journey you may, in the interests of security, be asked to identify and open any items of luggage by a member of our team or by the Police. We, our staff, our agents, or a member of the Police may ask to search or scan your luggage, and we will only accept liability for any loss or damage if this is caused by the negligence of ourselves, our staff, or our agents. If you refuse permission for a search or scan of your luggage, we may refuse to carry you or your luggage on our trains.

If luggage is left unattended on our trains or at the stations we operate from, we have the right to open it and examine the contents before removing it to a secure place. We may, without being liable, remove or destroy any luggage or its contents and any other property which might in our opinion cause injury or inconvenience to persons or damage to property. We may restrict or refuse access to retrieve an item of luggage if it is reasonable to do so.

Should you notice anything unusual on our trains or at our stations please report it to a member of our team or the Police. You can alert the British Transport Police by texting **61016**, calling **0800 40 50 40** or in an emergency call **999** 

#### 9. Technical issues - the small print

#### 9.1 Conditions on which tickets are issued.

Each ticket is issued subject to the Railway byelaws of 22 June 2005, the Heathrow Express Conditions of Carriage and any conditions set out in notices and other publications issued by Heathrow Express from time to time.

Copies of our notices and other publications are available upon written request to the Heathrow Express Customer Relations Department, PO Box 887, 3 Manor Court, Exeter, EX1 9YT, United Kingdom.

Railway byelaws are available to view online at:

https:// assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/4202/railway-byelaws.pdf

If you have purchased a through ticket, or your ticket entitles you to obtain any goods or services from another company, the ticket you have purchased is also issued subject to the conditions of that provider when travelling on, or using, their service.

#### 9.2 Your contract

A ticket that has been issued to you is evidence of a contract between you and Heathrow Express (if it allows travel on Heathrow Express) and between you and anyone else from whom it entitles you to access their services.

#### 9.3 Impartial retailing

We will do our best to give you impartial advice about tickets, train travel and any restrictions on the use of tickets.

#### 9.4 Our agents

Any train company, travel agent or licensed third-party retailer which issues a ticket that entitles you to travel on our trains does so as an agent of Heathrow Express.

#### 9.5 Authority of a railway operator's staff or agents

Neither our, nor any other railway operator's staff or agents, have any authority to waive or alter these Conditions of Carriage or to extend or vary the scope of our liability under these Conditions.

#### 9.6 Withdrawal of tickets

If you fail in a material respect to comply with any of the Conditions of Carriage which govern the purchase of ticket for travel on the Heathrow Express, our staff or agents, or those of any train company, may withdraw the ticket and prevent you from travelling on our service.

#### 9.7 If you lose or mislay your ticket

You are responsible for looking after your ticket. Heathrow Express will not replace or refund any lost or mislaid tickets. This includes refunding or replacing any lost or mislaid unused part of a carnet.

You should not tamper with a ticket in any way. If you do so it will not be valid for travel. If a ticket is damaged to the extent that it is not legible and cannot (where applicable) be scanned or otherwise validated, it will not be valid for travel. However, if you return it to us or the Licensed Retailer that sold it to you, we or they may arrange for a replacement ticket to be issued to you unless there is reason to suspect that it has, or will be, used for fraudulent or improper purposes. You may have to pay a reasonable administrative charge (not exceeding £10) for the replacement.

#### 9.8 Refusal of access

Any person whom we believe likely to act in a riotous, disorderly, or offensive manner may be refused access to, or may be required to leave, our trains and the stations and platforms which Heathrow Express operates from. Heathrow Express trains and the stations it operates from are all non-smoking environments, it is an offence to smoke within these environments.

#### 9.9 When you have to change trains

If you have to change trains on a journey you are making, you will be responsible for transferring yourself and your luggage between the trains and, if necessary, between stations unless you have made other arrangements with one of the railway operators in advance.

#### 9.10 The route you can take

We want you to make a well-informed choice when buying your ticket, and to feel confident that you have purchased the most appropriate ticket for your journey. When purchasing your ticket, we will make available information on specific restrictions that apply to your ticket (for instance the train services on which you can use your ticket or the routes you are entitled to use) and, where possible, any known changes to planned services.

Should your ticket be endorsed with any restrictions on the route or zone you can use these will be printed clearly on your ticket (e.g., 'Not Valid via London Terminals'). If you use your ticket outside of any restrictions, you will be liable for covering the cost of any additional fare payable (including any Penalty Fare). Further information on 'Permitted Routes' can be found in the National Routing Guide available at Train Operating Companies staffed ticket offices.

#### 9.11 Carriage by road vehicles

These Conditions apply to the carriage of customers and their luggage in road vehicles which we own, or which are operated by any other party on our behalf. For these purposes, the term "train" includes any road vehicle owned or operated by us or on our behalf.

#### 9.12 Claims against a railway operator

If you have a claim against a railway operator, meaning a train company including Heathrow Express, for personal injury or any loss or damage to property, you may, instead of taking proceedings against that railway operator, use the railway claims handling procedure. This procedure is designed to help you make such claims and will avoid you having to show which railway operator (or other railway company) was at fault.

The Rail Ombudsman is there to help resolve ongoing disputes between us and passengers. It's free to use their services and they are independent of the rail industry. They don't take sides but just look at the evidence available. They will help us both to try to reach an agreement, but if this doesn't happen, they will make a decision based on the evidence they've received. If you agree with their decision, then we have to act on what they say.

You can appeal to the Rail Ombudsman if:

- You are unhappy with our final response to your complaint, which will be given in a letter or email (sometimes called a deadlock letter), or
- Where we have not settled your complaint within 40 working days of receiving it, and
- No more than 12 months have passed since we went you our final response

There are some complaints that the Rail Ombudsman won't be able to look into, for example, if it's about the way one of our services has been designed or industry policy. If that's the case, then they'll contact you to let you know. If possible, they will transfer your complaint to another organisation that may be able to help you further, such as Transport Focus and London TravelWatch – the independent consumer watchdogs for the rail industry. They will independently review your complaint and where appropriate, follow things up on your behalf.

#### Rail Ombudsman contact details:

Website: https://www.railombudsman.org/

Email: info@railombudsman.org

Twitter: @RailOmbusdman

Post: FREEPOST RAIL OMBUDSMAN

**Telephone:** 0330 094 0362 **Textphone:** 0330 094 0363

More details can be found in our Complaints Handling Procedure. In all other cases, claims under these Conditions of Carriage should be made initially to whoever sold you your ticket.

#### 9.13 Governing law

These Conditions of Carriage will be governed by English law. Any person bringing an action under these Conditions irrevocably submits to the jurisdiction of the English Courts.

#### 9.14 Company Details

Heathrow Express Operating Company Limited, registered in England and Wales co. no. 3145133, Registered office: The Compass Centre,

Nelson Road, Hounslow.

Middlesex, TW6 2GW.

#### 10 Definitions

In these Conditions: -

"Heathrow Express" means Heathrow Express Operating Company Ltd.,

"Transport for London" means the body responsible for transport services under the Mayor of London's jurisdiction, including its subsidiary Transport Trading Ltd (TTL) and TTL's subsidiaries London Underground Limited. Transport for London Rail. Docklands Light Railway. London Bus Services and London Trams.

"Train Company" means a company which runs domestic scheduled passenger trains on the rail network in Great Britain, but not London Underground or Heathrow Express.

"Railway Operator" means a Train Company, Heathrow Express.

"Railway Service Company" means Network Rail, any person (other than a Railway Operator) who operates a station and any person who hires rolling stock to a Railway Operator, but does not include London Underground, Docklands Light Railway, or Heathrow Express.

"Agent" means a travel agent, a Train Company, a Rail Service Company, Heathrow Airport Ltd. or London Underground or any agents acting on behalf of Heathrow Express.

"Us" and "we" means Heathrow Express; and "our" means Heathrow Express's.

#### Contact us

The quickest way to contact us is our Feedback Form This is available at: https://www.heathrowexpress.com/about-us/contact-us#/

We endeavour to respond to your query within 20 working days.

You can call our Customer Relations Department on +44 (0) 345 600 1515 (09:00-17:30 Monday-Sunday). Calls from the UK to this number are charged at the local rate. Costs from international networks may vary.

#### By Post Heathrow Express Customer Relations Department PO Box 887 3 Manor Court Exeter EX1 9YT United Kingdom

Please include an email address and contact phone number in your letter to enable us to contact you about your query.

#### Via social media

You can contact us on Twitter or Facebook @HeathrowExpress.

#### National Rail Enquiries

This is the definitive source of information for all passenger rail services on the National Rail network in Great Britain. The National Rail Enquiries website maintains a list of all train operating companies and details of how to contact them. W: www.nationalrail.co.uk

T: 03457 48 49 50.

#### Office of Rail and Road

The Office of Rail and Road is the independent safety and economic regulator for Britain's railways.

W: www.orr.gov.uk

T· 020 7282 2018

#### Lost Property

If you have lost property at Paddington Station, please contact the Lost Property Office on: +44 (0)207 262 0344.

If you have lost property on one of our trains or at Heathrow Airport you can contact the Lost Property team on: 0844 824 3115 (within UK), +44(0) 208 634 4130 (outside UK) or email them at:

Ihr.lostproperty@bagport.com.

Additionally, you can search for items of lost property on: www.missingx.com

#### **Customer Relations**

We appreciate that we may not always get things right. When this happens, we would like to know so that we can try and make things better.

You can contact us:

- Through our website <a href="http://www.heathrowexpress.com/contact-heathrow-express">http://www.heathrowexpress.com/contact-heathrow-express</a>
- By writing to us at: Heathrow Express Customer Relations Department, Freepost RTXU-CZKK-YYEJ, PO Box 887, 3 Manor Court, Exeter, EX1 9YT, United Kingdom
- By phoning our team on +44 (0) 345 600 1515
- Via Twitter or Facebook @heathrowexpress

#### **Escalating complaints**

If you are unhappy with our response, please contact London Travel Watch, which is an independent body set up by Parliament to protect the interests of rail customers.

W: www.londontravelwatch.org.uk

T: 020 3176 2999

E: enquiries@londontravelwatch.org.uk

By letter: London TravelWatch, 169 Union Street, London, SE1 0LL

