
CONDITIONS OF CARRIAGE



Heathrow
Express
The smarter way



Introduction

When you buy a ticket to travel on the railway network, you enter into an agreement with the Railway Operators. That agreement gives you the right to make the journey shown on the ticket you have bought. Conditions of carriage are part of that agreement. They set out the rights you have – what you can expect of the Railway Operators and what they are obliged to do.

These Conditions supersede all previous editions and are valid until further notice. They apply to journeys on Heathrow Express. The National Rail Conditions of Carriage apply to all other non international journeys by scheduled passenger train services on the main line railway network of Great Britain (including Heathrow Connect). Transport for London's conditions of carriage apply to journeys on services run by London Underground Limited and London Bus Services Limited. Docklands Light Railway's condition of carriage apply to journeys run by Docklands Light Railway. Tramlink's conditions of travel apply to journeys run by Tramlink Croydon Limited.

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We welcome comments on our service. Contact us:

- by post at Customer Relations Department, Heathrow Express, Freepost LON 16331, London W2 6BR
- by phone Monday to Friday 0900-1700 on 0845 600 15 15 (24 hour local rate service with automated answering service at all times at weekends and on Bank Holidays)
- by fax on 020 8750 6615
- via twitter @heathrowexpress
- via our website <http://www.heathrowexpress.com/contact-heathrow-express>

Conditions of Carriage

1.1 What we will do

Heathrow Express will carry you between London Paddington and Heathrow. In the event of disruption within our control, we will take you to your Heathrow Express destination by train, coach or taxi or by a combination of these at our discretion. Our liability is limited to the cost of providing a taxi to that destination. We are not liable for any consequential loss or any other loss.

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

1.2 Defined circumstances

For the purposes of Condition 1.1, disruption within our control includes that caused by the acts or omissions of our staff, but does not include any industrial action they take.

Other circumstances outside our control include:-

- line closures at the request of the police or emergency services;
- acts or threats of vandalism or terrorism;
- suicides or accidents to trespassers;
- exceptionally severe weather conditions;
- gas leaks or fires in lineside buildings not caused by ourselves or any of our employees or agents;
- fire or mechanical failure due to electrical failure or a defect (except where this is caused by us or our agents, or as a result of the condition of our trains);
- railway infrastructure failures including signal failures, track circuit failures, overhead lines;
- Industrial action, riots or civil commotion; acts of war (whether declared or not) or acts of God.

2. Your responsibilities

2.1 Make sure you allow enough time for the journey

Your airline or travel agent will tell you the minimum check-in time - the time by which you have to be at their check-in desk.

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 ten minutes for this at Terminals 1, 2 & 3; and at least five minutes for your minimum check-in time at Terminals 4 and 5. Remember that there may be queues 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 you wanted and that you have received the correct change. If possible, you should draw any apparent errors to the attention of the staff at that time. Otherwise, whoever sold you the ticket will need reasonable proof that an error was made before putting it right.

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. We cannot be held responsible for any loss or delay if you do not do so.

3. Tickets

3.1 Requirements to hold a ticket

Tickets are needed for all journeys except when travelling in Express Class between Heathrow terminals. You have the right to use our trains if you hold a ticket or other authority to travel, as long as it is valid on those trains for the journey you wish to make. You must have a valid ticket or other authority to travel when travelling on Heathrow Express (apart from journeys between the Heathrow stations) or you may be treated as having joined a train without a ticket and charged at the appropriate full on-board price.

Passengers travelling without the means to pay will be asked to provide full contact information, and will be invoiced for the full on-board fare plus a reasonable administrative charge of up to £10.

Please note that Heathrow Connect tickets, Travel Cards, Oyster cards or Freedom Passes are not valid for travel on Heathrow Express.

3.2 Buying a ticket

For convenience and our best offers, we recommend you purchase your ticket before you start your journey.

You may buy a ticket using the following methods of payment:

	Heathrow Express Ticket Offices	Ticket Vending Machines	Mobile Sales Advisors	Online APP	Customer Relations	Onboard
Cash-UK Sterling	✓	✓	✓	✗	✗	✓
Cash-Euros	✓	✓	✗	✗	✗	✗
Cash-US Dollars & Japanese Yen	✓	✗	✗	✗	✗	✗
VISA, Mastercard, American Express and JCB	✓	✓	✓	✓	✓	✓
Diner's Club	✗	✗	✗	✓	✓	✓

**All payment and ticket purchases will be issued with a receipt and cash payments on request..*

Tickets can be purchased from these points of sale:

	Heathrow Express Ticket Offices	Ticket Vending Machines	Onboard	Mobile Sales Advisors	Online APP	Customer Relations	3rd Party vendors & Nat Rail
Full fare tickets	✓	✓	✓	✓	✓	✓	✓
Railcard discounts	✓	✗	✗	✗	✗	✗	✓
Disabled railcard discount	✓	✗	✓	✗	✗	✗	✓
Carnets	✓	✓	✓	✓	✓	✓	✗
Other ID cards*	✓	✗	✗	✗	✗	✗	✗

*Varies per vendor, see individual Ts & Cs

A range of e tickets and offers may be purchased from our website at www.heathrowexpress.com, and our android and iPhone mobile APP. You can choose to have your tickets sent by email or direct to your mobile device. These will need to be shown to our Customer Service Representative onboard the train who will scan and validate the codes.

To allow our onboard team to validate your mobile tickets, please allow a minimum of 30 minutes between purchase and use.

Heathrow Express Ticket Offices are open throughout our train operating hours.

If you wish to use an Airport ID Card, Railcard or Travel Warrant, you must do this at one of our ticket offices. Holders of Disabled Persons' Railcards may purchase tickets on board. Railcard discounts may normally only be used to purchase Express Class tickets: the only exceptions are Disabled Persons' Railcards and Senior Railcards.

3.3 Offer products

From time to time Heathrow Express may make available special 'Offers'. Availability at points of purchase may vary depending on the promotion. These may be subject to special terms and conditions. These special terms and conditions may restrict the availability or points of purchase of these offers. Heathrow Express reserves the right to offer, change and/or withdraw promotions at anytime.

3.4 Please keep your ticket ready to show or hand over

You must show or give your ticket/barcode or reference number to our staff for inspection when requested. If you are not able to produce a valid ticket/barcode or reference number for your journey, you may be charged the full on-board fare.

3.5 Children

Reduced fares are available for people between 5 and 15 years old (inclusive). Children under five may travel free but may only occupy a seat if it is not required by a fare-paying customer.

3.5 The period during which your ticket can be used

The validity of your ticket will depend on how and where you purchased your ticket.

The table will explain in detail our validity:

	Business 1st and Express Standard/Saver Singles	Business 1st and Express Standard/Saver Return Tickets	Business 1st and Express class Carnets Tickets
Heathrow Express Ticket Offices, Mobile Sales Advisor, Ticket vending machines and On-board purchasing	Validity A applies	Validity B applies	Validity E applies
Website and Mobile APP	Validity C applies	Validity D applies	Validity E applies*
Customer Relations Team	Validity C applies	Validity D applies	Validity E applies
3rd Party vendors and National Rail	Validity A applies	Validity B applies	N/A

Validity A

1 journey within 3 days of purchase

Validity B

Return journey anytime within 1 month of purchase

Validity C

Valid 3 months from date of travel

Validity D

Return journey anytime within 1 month of outbound

Validity E

Valid for 12 Journeys within 12 months from date of purchase

* Not available via the mobile app

Off-peak Weekend singles and returns are issued with a substantial saving for groups of three or more travelling together on Saturdays or Sundays. They can be purchased from our ticket offices or mobile sales advisors at the airport. The period during which a ticket is valid is printed on the ticket or stated in our notices and other publications.

4. Rights to refunds on tickets

4.1 Refunds on paper tickets

You will be given an immediate full refund if you return an unused ticket to whoever sold it:

- Within 20 minutes of purchase, if sold by Heathrow Express, another railway operator or a rail appointed agent.
- On the day of issue, if sold by London Underground.
- Within 50 minutes of purchase, if sold by a Transport for London information centre (at the original purchase location).

Applications outside of the terms set out in 4.1 will be subject to the conditions set out in 4.4

4.2 Refunds on tickets purchased via [Heathrowexpress.com](http://www.heathrowexpress.com) or the mobile APP

If you buy a ticket from our website or mobile APP and decide not to travel, you may use it or cancel it at any time within three months of the date of purchase.

4.3 Refunds on tickets purchased from other vendors

If you have purchased your Heathrow Express Ticket from a vendor not mentioned above, all refund requests will need to be made directly to the vendor. Other applications for refunds will be considered at our discretion. The amount refunded will reflect any use you have made of your ticket.

4.4 Method of refund

Applications for a refund should be made within 1 month of ticket expiry.

Applications for refunds should be made in writing to whoever sold it to you and explaining the circumstances involved. If you purchased your ticket from our website or mobile APP, this can be done by visiting: <http://www.heathrowexpress.com/contact-heathrow-express> and completing a refund request form. Alternatively, you can obtain a refund request form from a member of Heathrow Express staff or write to:

Customer Relations, Freepost, Heathrow Express, London W2 6LG.

Refunds on tickets will be made by crediting the card used at time of purchase. The method of refunds is at our discretion, and special arrangements will apply especially if a currency other than sterling is involved. A reasonable administration charge of up to £10 may apply to all refund applications.

4.5 Compensation for delay

If your journey on Heathrow Express is delayed by more than 15 minutes for reasons other than those outside our control as set out in section 1.2 above, you will be entitled to compensation equal to the Heathrow Express fare you paid. Applications should be made, detailing the circumstances involved and using the process entitled "Method of Refund" in Section 4.4

5. Accommodation on trains

5.1 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 train. Nor do we guarantee that the accommodation appropriate to your ticket will always be available.

However if you have a First Class ticket and no First Class seats are available on the Heathrow Express train you wish to catch, you may travel in an alternative class. In this case, a full refund will be given or your ticket will be valid for a further journey within its validity. Please ask for a Customer Refund Form which should be completed and sent to us to obtain the refund.

First Class is not available on Heathrow Connect: if you decide to travel on Heathrow Connect see 5.4.

5.2 On-board layout

Each train has toilet and baby changing facilities, two Wheelchair areas and a Quiet Zone. We do not guarantee that the accommodation will always be available.

5.3 Travelling in First Class with an Express Class ticket

If you have an Express Class ticket and you travel in First Class accommodation, you will have to pay for an upgrade. This is the difference between the price of the ticket actually purchased and the on-board price of the First Class ticket for the service you have used.

Travelling in First Class includes occupying seats or standing in any part of the First Class compartments. Upgrade vouchers can only be used in conjunction with a full Express Class Saver/Standard ticket. They are not valid for travel on their own and must be fully completed where applicable.

5.4 Travelling on the Heathrow Connect

Heathrow Connect travel is subject to separate Conditions of carriage which are available at all Heathrow Express Ticket Offices.

Heathrow Express tickets are valid on the Heathrow Connect. No difference in fare will be refunded unless an error by our staff, agent or systems has caused you to use the Heathrow Connect instead of the Heathrow Express. Please see refund section 4.4 for details on how to apply for a refund

6.Luggage

6.1 Accompanied luggage

We will normally accept accompanied luggage on our trains free of charge. However we will not carry it 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; or
- it is not carried or packaged in a suitable manner.

We reserve the right to refuse to accept luggage even if it has been accepted on a previous occasion or is normally accepted.

6.2 Conditions relating to large items of luggage, and to animals

Certain items of luggage are not accepted on our trains. Normally, prams should be folded in the interests of other customers. Articles which do not exceed 1580 mm in overall dimensions (length plus height plus depth) and musical instruments which you are capable of bringing on board without assistance will be carried free, unless they occupy a seat required by a customer.

For larger articles or where a seat required by another customer is occupied, you will be liable to pay an additional fare equal to the one you paid for your Heathrow Express journey. No powered vehicles will be carried except wheelchairs, which will be carried free. There are at least two wheelchair spaces on each 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 animals provided that 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 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.

Railway Bye-law 16 of 22 June 2005 allows train companies to refuse carriage or entry to any animal. If a customer objects to the presence of an animal, the owner must move it to another part of the train. Bicycles are carried subject to these conditions of carriage. They are not carried on trains leaving Heathrow between 7.30 and 10.00 or Paddington between 16.00 and 19.00 except on Saturdays and Sundays.

6.3 Your responsibilities

If you bring any luggage onto our trains or premises, you will be responsible for any injury, damage or loss caused by it as a result of its condition or your failure to take reasonable care of it.

6.4 Liability for luggage

We will only be liable for any loss or damage to luggage or its contents which have been brought on to our trains or premises if the loss, damage or delay was caused by the negligence or default of ourselves, our staff or our agents. Our liability in respect of any item of luggage will not exceed the value of that item or £5,000, whichever is the lower.

6.5 Lost property

Lost property found on our premises or trains will be given into the custody of the Lost Property Services based at Heathrow Airport.

Any Lost property found at Paddington Station will be given into the custody of the Paddington Station Lost Property Office.

6.6 Liability for lost property

If you leave behind any property on our trains or premises, Heathrow Express Ltd's lost property services will do their best to return it to you.

You can contact them on 0844 824 3115 (within UK), +44(0) 208 634 4130 (outside UK) or email them at lhr.lostproperty@bagport.com.

A reasonable charge of £5 may be made for the return of lost or unclaimed property to the owner, depending upon the type of article and the period during which it has been held before it is claimed.

Paddington Station Lost Property Office can be contacted on +44 (0)207 262 0344.

There is a reasonable charge for reclaimed items.

We will not be responsible for any loss, damage or delay, unless this is caused by the negligence of ourselves, our staff or our agents.

6.7 Disposal of unclaimed property

Any items which have not been claimed by the owner within three months of being found will be regarded as having been abandoned. They may then be sold or otherwise disposed of and the proceeds of the sale retained by whoever has custody of them. Articles of a perishable nature may be disposed of earlier.

6.8 Examination and destruction of luggage

If luggage is left on our trains or premises, 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 article if it is reasonable to do so.

In the interests of security, customers may be asked to identify their items of luggage. We, our agents or a member of the Police Force may ask to search or scan your luggage, and we will only accept liability for any loss or damage caused if this is caused by the negligence of ourselves, our staff or our agents. If you refuse permission for a search or scan, we may refuse to carry you or your luggage or both on our trains.

7. Carnets

7.1 Introduction

Conditions 7.2 - 7.4 cover our policy on carnets. If there is any conflict or inconsistency between them and any other Conditions, Conditions 7.2 - 7.4 apply.

7.2 Validity of carnets

Heathrow Express carnets can be used between the stations specified for the specified number of single journeys within 12 months of the date of issue. If they are used for travel to another station, or within another zone, or outside their validity, you will be treated as having joined the train without a valid ticket for that additional part of your journey and you will be charged as if that part of your journey was a separate journey. Some operators may charge a penalty fare for this.

7.3 Refunds on carnets.

If you decide not to use or to stop using a unexpired carnet, a refund will be made if you send it to Customer Relations, Freepost, Heathrow Express, London W2 6LG. The refund will be the difference (if any) between the price paid for the carnet and the ticket office price of the tickets needed for the journeys actually made less a reasonable administration charge of up to £10.

7.4 Use of carnets

Carnets are transferable but are not valid if resold. They may be used by a group of people travelling together.

8. Technical issues - *the small print*

8.1 Conditions on which tickets are issued

Each ticket is issued subject to Railway bye-laws, these conditions and the conditions set out in the notices and other publications issued by Heathrow Express. Copies of our notices and other publications are available on written request from Customer Relations, Freepost, Heathrow Express, London W2 6LG. Railway bye-laws are available for inspection at our offices during normal office hours.

If the ticket entitles you to obtain any goods or services from another company (if, for example, it allows travel on another railway), it is also issued subject to the conditions set out in the notices and other publications issued by that company.

8.2 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 services.

8.3 Impartial retailing

We will do our best to give you impartial advice about tickets, train travel, and any restrictions on the use of particular tickets. Please note that our ticket offices do not sell a full range of national rail tickets, although those of the national railways at Paddington and elsewhere do.

8.4 Our agents

A Train Company, travel agent or authorised third party which issues a ticket that entitles you to use our trains does so as our agent.

8.5 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 change these Conditions, or to extend or vary the scope of our liability under these conditions.

8.6 Withdrawal of tickets

If you fail in a material respect to comply with any condition that governs the use of a ticket, our staff or agents or those of any Train Company may withdraw the ticket.

8.8 If you lose or mislay your ticket

You are responsible for looking after your ticket. We do not replace lost or mislaid tickets (or portions of tickets) or make a refund in respect of them.

8.9 Exclusion of liability

Except as provided in Condition 1.1, we do not accept liability for any loss (including consequential loss) caused by the delay or cancellation of any train, by any missed connection or by the closure of the railway.

8.10 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, trains, platforms or stations. Heathrow Express trains and the stations it operates from are all non-smoking environments. It is an offense to smoke within these environments.

8.11 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.

8.12 The trains you can use and the times you can travel

Tickets are only valid on Heathrow Express trains if they say so explicitly. Heathrow Express tickets are also valid for travel on Heathrow Connect services.

Tickets, including reduced and discounted tickets and those bought in conjunction with a railcard, may be subject to restrictions as to the dates, days, times within a day and trains on which they can be used. These restrictions are set out in the notices and other publications of the Railway Operators whose trains you are entitled to use.

If you travel on a train with a ticket which is not valid on that train because of such a published restriction, you will have to pay the difference between the price of that ticket and the cheapest ticket available for immediate travel that would have entitled you to travel on that train for the journey shown on your ticket. In the case of some types of ticket, you will have to pay more than this. If so, this will be stated in the notices and other publications of the relevant Railway Operators. On Heathrow Express, you may instead have to buy a single ticket for your journey and apply for a refund for the difference as described in Condition 4.4.

8.13 The route you can take

If a particular route or service is specified on your ticket, you can only use that route or service. Otherwise where your ticket allows travel on Heathrow Express and beyond Heathrow Express destinations, subject to any restrictions stated on your ticket, you have the right to travel on any of the following routes:-

- if the ticket states that it can be used in a particular zone or zones, on any route within such zone or zones; and
- where the ticket entitles you to travel outside a specified zone or zones, on a through train or trains taking the shortest route that can be travelled on regular scheduled passenger services between the stations stated on the ticket; and on any other route or routes that are permitted for your journey (details of which are published in the National Routing Guide: further information on which is available at Train Companies' staffed sales points).

Together, these are known as the "permitted routes" for the journey.

If you make your journey by any other route (except when travelling by a through train), you will be liable to pay the difference between the price of your ticket and the price of the cheapest ticket available for immediate travel that would have entitled you to travel by that route on the service you have used. On our trains it may not be possible to pay the difference (it may only be possible to pay the difference before you start your journey). Therefore you will be charged the full fare and will have to claim a refund on your unused ticket.

8.14 International tickets

These Conditions do not apply if a ticket is issued for an international rail journey within Europe (including any journey wholly within one country to connect with an international rail journey) In such cases, carriage is subject to the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (CIV), these being appendix A to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 in the version of the Protocol of Modification of 3 June 1999. Both of these documents are available on the web-site of the International Organisation for International Carriage by Rail (OTIF), <http://www.otif.org>. To the extent provided in the CIV, the conditions of the carrier in question also apply.

8.15 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.

8.16 Claims against a Railway Operator

If you have a claim against a Railway Operator 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 address to write to is:
CAHA Registrar Ltd,
1 Eversholt Street,
London NW1 2DN

In all other cases, claims under these conditions should be made initially to whoever sold you your ticket.

8.17 Governing law

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

10. Definitions

In these Conditions:-

“Heathrow Express” means Heathrow Express Operating Company Ltd., “Heathrow Connect” means the train operation between Hayes & Harlington and Heathrow Airport operated by or on behalf of Heathrow Airport 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, Docklands Light Railway, London Bus Services and Tramlink Croydon Limited.

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

“Railway Operator” means a Train Company, Heathrow Connect or 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, Heathrow Connect 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



Heathrow
Express
The smarter way

Heathrow Express Operating Company Limited,
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