

# Virgin Trains Ticketing Terms and Conditions

# **Key Terms**

- Your use of the Virgin Trains Ticketing app/website/platform ("Site") is governed by the below terms and conditions which form a legally binding agreement between you and us ("Terms").
- Your use of the Site is also subject to the <u>Virgin Red Programme Terms and Conditions</u>.
- Any train tickets booked via the Site will also be governed by the <u>National Rail Conditions of</u> Travel.
- Any personal information you provide to us will be dealt with in accordance with the <u>Virgin Red Privacy Policy</u>.
- Any changes to your ticket may be permitted depending on the ticket type and the availability
  of suitable alternatives. The availability of refunds will depend on the ticket type. We cannot
  guarantee that exchanges or refunds will be available. All refunds and amendments will incur
  a £10 charge per ticket.
- Braintree, a Paypal service is the payment services provider and processes the payment of your train ticket and manages your data in accordance with their <u>privacy policy</u>

## About us

- The Site is operated by Virgin Red Limited ("we", "our" or "us"). Our company details are Virgin Red Limited, 66 Porchester Road, London, W2 6ET. Our company number is 11490861. Our VAT number is (GB) 425216184.
- 2. All customer support queries should be directed to 0333 241 9128.

# Supply of train tickets

3. These Terms (which incorporate the <u>Virgin Red Privacy Policy</u>) set out the terms of our contract with you in relation to our supply of any rail ticket that you purchase using the Booking Service. If you do not agree with these Terms, you must not use the Booking Service.

#### Your journey

4. 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 (see below) and any specific restrictions imposed by the relevant train operating companies which vary by ticket type.

## **Booking Service**

- 5. The Site offers visitors the ability to book tickets for rail travel across Great Britain ("**Booking Service**"). We do not currently have tickets for travel outside of Great Britain, tickets for travel by means other than rail, season tickets or rovers/ranger tickets.
- 6. The Booking Service has been created to provide you with travel information across the rail network in Great Britain to enable you to make rail ticket purchases.
- You agree that you will only use the travel information facilities of the Booking Service in good faith to gather information for yourself or another individual who intends to use or make use of the Booking Service to purchase rail tickets.
- 8. You confirm that you have the authority to use the credit/debit card details you provide for the purpose of settling any payments you owe to us. You understand that payment for your booking is processed by PayPal (Europe) S.a.r.l. et Cie, S.C.A in accordance with their <a href="Privacy Policy">Privacy Policy</a>. The transaction on your payment card statement will appear as 'Srt\*VIRGINTRAINSTICKET' You also agree that all information supplied by you in using the Booking Service is accurate and that you will not make any speculative, false or fraudulent reservations. You further agree that you will only use the travel services reservations facilities of the Site to make reservations or purchases for yourself or another person on whose behalf you are legally entitled to act.
- 9. We shall not be obliged to sell tickets 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. You acknowledge that you will be financially responsible for any bookings made through the Booking Service using your details.
- 10. If you cannot produce a valid ticket for the class of accommodation and service you are using, you will have to pay the appropriate fare or could face paying a penalty fare.
- 11. The prices quoted on the Site are in Pounds Sterling (£). Tickets must be paid for using a UK credit or debit card.

# National Rail Conditions of Travel

- 12. All bookings are subject to these Terms, the <u>Virgin Red Programme Terms and Conditions</u> and the <u>National Rail Conditions of Travel</u>.
- 13. 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 railway network in Great Britain, 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.
- 14. 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 before purchase.
- 15. The National Rail Conditions of Travel entitle Customers to the same levels of compensation or refund entitlements regardless of where they purchase their ticket.

# Issue of Rail Tickets

16. With respect to tickets sold by us, we cannot confirm the price of any tickets until you complete your order and your credit/debit card will not be charged until the order has been processed.

- 17. When we have confirmed your booking by e-mail to your registered e-mail address, we will send your tickets or ticket collection number to you using the method you selected when you made your booking.
- 18. 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 on 0333 241 9128. 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.

#### Collecting your tickets

- 19. There are various options available to you when collecting your tickets. The 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. The options available may include:
  - a. Collection 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 a valid UK credit or debit card 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) 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.
  - b. Print at home for some bookings we allow you to print your ticket. You must ensure that you print the ticket clearly on A4 paper and carry the ticket with you when you travel. Tickets are only valid when accompanied by the correct identification selected whilst making the booking. 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 Self Print you must note any additional restrictions notified during the booking process.
  - c. e-Tickets for some bookings we allow you to travel with paperless tickets delivered to your mobile phone ("e-Tickets"), booked through the Site. It is your responsibility to ensure that you carry your mobile phone on the relevant journey and that your phone is charged, functional and that you are able to display the ticket for inspection when you travel. Due to the wide variety of mobile phone handsets and networks we are unable to offer technical support or assistance. You may incur data usage charges from your mobile phone operator for downloading an e-Ticket. You should check with your network provider as to what charges may apply. It is your responsibility to ensure that you can access the e-Ticket even when offline, as the Virgin Trains Ticketing app only operates through a data or Wi-Fi connection. For identification purposes you must also carry the credit/debit card used to make the booking (if e-Tickets have been booked for more than one passenger, all passengers should travel together and the lead passenger must carry the credit/debit card used to make the booking). We shall not provide duplicate or replacement e-Tickets. The e-Ticket must be stored on your mobile phone until the date and time of travel and such safekeeping shall be your

responsibility. e-Tickets are non-transferable. By purchasing an e-Ticket, you agree to cooperate with the train inspector and let them clearly view the ticket on your mobile phone. You acknowledge that you may be requested to hand over your mobile phone voluntarily for inspection. If you do not produce your ticket or hand over your mobile phone 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. It is your responsibility to ensure that your mobile phone has sufficient battery life that you can show the ticket at any time during your journey. Some train operating companies apply additional restrictions to the use of e-Tickets — you must note any additional restrictions notified during the booking process. Your mobile phone must be switched on to use it to travel. You should also check that you have enough battery on your phone to complete your journey. If it runs out of battery in the middle of a journey, you may have to pay the appropriate fare or could face paying a penalty.

# Fees and Charges

- 20. There may be certain fees and charges payable on top of the ticket price in respect of purchases made via the Booking Service. If applicable, these will be identified during the booking process. Some of these fees are levied by the relevant train operating company which requires us to pass them on to you.
- 21. 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).

# Cancellations and Refunds

- 22. Changes to the date and time of a ticket may be permitted depending on the type of ticket and availability of alternatives, but exchange may not be available for certain ticket types. Refunds will depend on the type of ticket and conditions applicable to it and may not be available for certain ticket types.
- 23. If the service you have booked to travel is cancelled or severely disrupted you may be entitled to compensation or a refund. If the train company allows us to issue this refund on their behalf, 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.
- 24. All refunds, amendments and cancellations will incur a £10 charge per ticket.
- 25. To make changes to any aspect of your booking please contact us on 0333 241 9128.

This version of Virgin Trains Ticketing Terms and Conditions is effective from 22 June 2021