

Conditions of Carriage of Passengers and their Luggage

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APPENDIX 1

CHAPTER ONE



SECTION A

CONDITIONS OF CARRIAGE OF PASSENGERS

Conditions of issue of passenger tickets

1. Tickets are issued subject to conditions, bye-laws and regulations

- 1.1 Subject to Condition 1.2 and Condition 6, each ticket issued by or on behalf of Iarnród Éireann-Irish Rail (“Iarnród Éireann”) is issued subject to:
 - 1.1.1 these conditions;
 - 1.1.2 the applicable bye-laws of Iarnród Éireann; and
 - 1.1.3 the regulations and conditions contained in the publications and notices of and applicable to Iarnród Éireann.
- 1.2 Each ticket issued by or on behalf of Iarnród Éireann which is valid on the service of any other transport undertaking is also subject to the conditions of carriage of that other transport undertaking.
- 1.3 Purchase of a ticket is deemed to constitute acceptance of these conditions.

2. Refusal of access

- 2.1 To the fullest extent permitted by applicable law, Iarnród Éireann, its employees or agents may refuse access to stations, platforms or trains to any ticket holder without being required to give a reason.

3. Tickets not transferable

- 3.1 A ticket may only be used by the person to or for whom it is issued and so declared at the time of purchase.

4. Periods of validity of tickets

- 4.1 Subject to Condition 4.2, tickets are valid as follows:
 - 4.1.1 **single tickets** are valid for the date shown on the ticket;
 - 4.1.2 **return tickets** are valid for one outward journey from “Station From” to “Station To” on the date of issue only and a second journey in the opposite direction only within the period of validity shown on the ticket. Ordinary return tickets are not valid for two journeys in the same direction. The return portion of an ordinary return ticket is only valid if the outward portion has already been used in respect of the outward journey;

- 4.1.3 **all other tickets** are valid for the period of validity shown on the ticket or stated in the publications and notices of and applicable to Iarnród Éireann.
- 4.2 Exceptions may apply in the case of tickets for journeys:
 - 4.2.1 between stations on the Dublin Suburban or Cork/Cobh sections;
 - 4.2.2 with certain stations on Northern Ireland Railways, and
 - 4.2.3 with stations on the railways of other transport undertakings.
- 4.3 A ticket is not valid for travel after its expiry date.
- 4.4 Where any person travels without a valid ticket, he or she will be required to pay the full ordinary single fare for the journey made and he or she may be liable to prosecution.

5. Available route of tickets

- 5.1 Except as specified in Appendix 1 of the regulations and conditions contained in the publications and notices of and applicable to Iarnród Éireann:
 - 5.1.1 a ticket is valid for use only between the stations shown on the ticket; and
 - 5.1.2 tickets which do not state a route are only valid for the most direct journey.

6. Through tickets and inter-available tickets

- 6.1 In the case of through tickets to or from stations in Northern Ireland, Great Britain or the European Continent, the contract and liability of Iarnród Éireann is, to the fullest extent permitted by applicable law, limited exclusively to trains travelling within the Republic of Ireland and to its own premises. To the fullest extent permitted by applicable law, Iarnród Éireann will not be responsible for any injury, loss, damage, delay or detention to either the person or property of the holder of such a ticket, however caused, when travelling outside the Republic of Ireland or on the premises of other undertakings nor for the act or default of any other body or person, nor for any error in any timetables, nor for the failure, discontinuance or non-running of any connecting service whether on the undertaking of Iarnród Éireann or to or from any station on the undertaking of the Iarnród Éireann as referred to in Condition 20 or of any other body or person notwithstanding that a connecting service may be advertised.

7. Change of train/station

- 7.1 Where a ticket is issued for a journey which requires a change of train and/or station, Iarnród Éireann will not be responsible for the conveyance or transfer of passengers or luggage between any trains or between any stations.

8. Break of journey

- 8.1 Except as may be specified in the publications and notices of and applicable to Iarnród Éireann, the holder of a single ticket may break his or her journey at intermediate stations on any route for which the ticket is valid within the period of validity of the ticket.
- 8.2 Except as may be specified in the publications and notices of and applicable to Iarnród Éireann, the holder of a return ticket may break his or her journey at intermediate stations on any route for which the ticket is valid, provided the journey is completed within the same calendar day, except where the timetable does not permit, in which latter case the journey must be completed on the next available service.

9. Group travel

- 9.1 In the case of group tickets all members of the group must travel together as a group on outward and return journeys.
- 9.2 All members of the group must be available for boarding at least 30 minutes before the advertised departure time of the train.

10. Using tickets from any other stations

- 10.1 Subject to Condition 8, any passenger using a ticket for any station, either beyond or short of that for which the ticket is valid will be liable to pay the full ordinary single fare for the journey made and he or she may be liable to prosecution.

11. Re-booking at intermediate stations

- 11.1 Except where specially authorised, passengers are not permitted to re-book at an intermediate station for the purpose of continuing their journey by the same train. Two or more tickets covering different portions of one journey are not available unless the fares paid for such tickets are equivalent in amount to the price of a single journey ticket between the same points. Any passenger using two or more tickets covering different portions of one journey will be liable to pay the full ordinary single fare for the journey made and he or she may be liable to prosecution.

12. Production of tickets

- 12.1 Tickets remain the property of Iarnród Éireann and must be presented at any time during the journey or if required delivered up when demanded by an authorised employee of Iarnród Éireann or person on whose undertaking the tickets are valid. Passengers failing to produce their tickets will be liable to pay the full ordinary single fare for the journey made and he or she may be liable to prosecution.
- 12.2 Where a passenger requests permission to retain a used ticket for valid

reasons during the final ticket check on a particular journey, he or she may be permitted to keep the ticket at the discretion of Iarnród Éireann.

- 12.3 Passengers must retain their tickets until they have exited the station of their destination and they must dispose of their tickets in an appropriate manner in accordance with litter laws.

13. Passengers entering wrong trains

- 13.1 Passengers are responsible for ensuring that they join the correct train (and the correct part of the train) and that they alight at the right station (whether for the purpose of change of trains or otherwise) and Iarnród Éireann shall not, to the fullest extent permitted by applicable law, in any circumstances be liable for any injury, loss, damage or inconvenience arising by reason of the failure on the part of passengers so to do.

14. Children

- 14.1 Except as may be specified in the publications and notices of and applicable to Iarnród Éireann, children under five years of age may travel free of charge when accompanied by an adult passenger holding a valid ticket for the journey provided such children do not occupy seats that are required for fare paying passengers.
- 14.2 Subject to restrictions on certain trains, children from their fifth to their sixteenth birthday are entitled to discounts on most tickets.
- 14.3 Where there is a doubt regarding the age qualification, it will be the responsibility of the passenger to produce satisfactory evidence of age to secure the reduced fare.
- 14.4 The supervision of any child is the responsibility of the passenger with whom the child is travelling and Iarnród Éireann shall not in any case be liable in relation thereto.
- 14.5 Iarnród Éireann does not provide nor is there any duty on Iarnród Éireann to provide any supervision on its passenger services.

15. Kid + Family tickets

- 15.1 Kid + Family tickets are issued to parties of one or two adults with up to four children under 16 years of age. At least one child must travel for the ticket to be valid. Only one Kid + Family ticket can be used for each travelling party.

16. Fraudulent use of authorisation documents

- 16.1 Iarnród Éireann reserves the right to confiscate any ticket, pass or authorisation document used or about to be used in conjunction with fraudulent or suspected fraudulent travel.

17. Torn, mutilated, lost or stolen unused tickets

- 17.1 Any ticket, which has become defaced, illegible, mutilated, torn or split will not be valid for travel. Iarnród Éireann does not undertake to issue a duplicate ticket or refund in respect of any such ticket.

18. Travelling in superior class of carriage

- 18.1 Subject to Condition 19.2, standard class ticket holders may only travel in First Class, CityGold or 1st Plus accommodation on payment of the difference between the standard class fare and the First Class, CityGold or 1st Plus fare (as the case may be).
- 18.2 Where a First Class, CityGold or 1st Plus ticket holder is not provided with a pre-booked seat and/or the advertised in-seat catering service, he or she may travel in standard class accommodation and claim a refund of the difference between the appropriate First Class, CityGold or 1st Plus fare (as the case may be) and the standard class fare, provided that his or her ticket is endorsed by an authorised employee of Iarnród Éireann showing that the pre-booked seat and/or the advertised in-seat catering service was/were not available.
- 18.3 Passengers must be available for boarding 10 minutes before the advertised departure time of the train.

19. Accommodation in trains

- 19.1 All fares are accepted and tickets issued on the condition that where there is insufficient accommodation in a train, or in carriages of the class for which the ticket is issued, Iarnród Éireann shall incur no liability for failure to carry the passenger by a particular train. In such cases arising at the commencement of a journey, passengers holding single or return tickets may have the fare paid for the unused ticket returned provided the whole ticket (both outward and return portions in the cases of return tickets) is surrendered at the booking office immediately on the departure of the train.
- 19.2 Where there is insufficient accommodation of the class for which a passenger holds a ticket, such passenger shall not be entitled to travel in a superior class of accommodation without paying the extra fare. In exceptional circumstances Iarnród Éireann may permit passengers who do not hold tickets of such class to travel in a superior class of accommodation, and the other users of such superior accommodation shall not be entitled to any refund on account thereof.
- 19.3 To the fullest extent permitted by applicable law, Iarnród Éireann shall not in any case be liable to any person for injury, loss, damage or inconvenience in consequence of any passengers being conveyed in a compartment in excess of the number which it is constructed to carry.
- 19.4 Passengers are not permitted to travel in any locomotive or vehicle other than those specifically for the conveyance of passengers.

20. Timetable and train services

- 20.1 The arrangements shown in Iarnród Éireann timetables are those in force at the date of issue, but are subject to alteration at any time without notice.
- 20.2 Every reasonable effort will be made by Iarnród Éireann to ensure the operation of its trains to scheduled times, but no responsibility whatsoever will be accepted for any failure to operate a particular service or for any error appearing in its timetables.
- 20.3 Iarnród Éireann shall not be liable for loss including consequential loss, delay, detention or unforeseen incident resulting from failure to keep these times or to run at all.
- 20.4 Iarnród Éireann shall be at liberty:
- 20.4.1 to despatch trains before times shown in the timetable; but would only do so in exceptional circumstances.
 - 20.4.2 to suspend or discontinue the issue of tickets or to suspend or discontinue the running of trains or to alter the times of starting or arrival of trains whenever it considers it expedient to do so.
- 20.5 Where a train is cancelled or delayed for any reason within the reasonable control of Iarnród Éireann, the terms of Iarnród Éireann's Customer Charter may entitle ticket holders to a discount voucher or a refund.

21. Closing of entrances to and exits from stations and platforms

- 21.1 Iarnród Éireann reserves the right to close the entrance to or exit from any station or platform at such time before or after the advertised time of departure of any train as it may consider expedient.

22. Purchase of tickets - change

- 22.1 Passengers should examine their tickets to ensure that the details on the ticket are correct and they should also check any change given at the time of purchase as Iarnród Éireann will not be responsible for mistakes discovered afterwards.
- 22.2 Iarnród Éireann may not always be in a position to give change, nor be in a position to process credit or debit cards either at stations or on trains.

23. Validation of tickets

- 23.1 At stations where ticket validating facilities operate, passengers are obliged to validate or have validated any ticket which requires validating before boarding the train.

24. Refunds

- 24.1 The following conditions apply in respect of any application for a refund:
- 24.1.1 an administration charge applies to each ticket in respect of which an application is made for a refund;
 - 24.1.2 tickets which are stolen or lost will not be eligible for refund;
 - 24.1.3 persons claiming to be entitled to free or reduced rate travel who fail to produce proper documentation at the time of purchase will be liable to pay the appropriate fare and any subsequent application for a refund will not be considered;
 - 24.1.4 an application for a refund in respect of season or multi-journey tickets will only be considered due to illness or change in work conditions with a medical certificate or appropriate letter from the employer attached;
 - 24.1.5 an application for a refund in respect of a group ticket where the entire party does not travel will only be considered with tickets which are suitably endorsed by an authorised employee of Iarnród Éireann;
 - 24.1.6 an application for a refund in respect of 1st Plus, 1st Class or Citygold or any reserved service will not be considered unless notice of cancellation is received in advance, but will be subject to the special conditions stated or in the publications and notices relating to such tickets, including any electronic communication of such conditions.
 - 24.1.7 single tickets or outward portions of return tickets purchased other than by way of reservation are non-refundable unless surrendered at the booking office immediately after departure of the train;
 - 24.1.8 an application for a refund for a return ticket issued other than by way of reservation must be submitted to Iarnród Éireann within 28 days of the expiry date of the ticket;
 - 24.1.9 Irish Explorer or Rambler tickets are not eligible for refund;
 - 24.1.10 an application for a refund in respect of a prepaid single contract ticket or ticket purchased from any travel agent must be made to the issuing office.

25. Free travel scheme for holders of free travel cards

- 25.1 Holders of free travel cards from the Department of Social and Family Affairs or the Department of Defence must obtain an appropriate free travel scheme ticket for a journey between any two stations.



SECTION B

CONDITIONS OF ISSUE OF TICKETS FOR INTERNAL TRAVEL ON THE DUBLIN SUBURBAN RAIL SECTION (BALBRIGGAN/HOWTH/MAYNOOTH/KILCOOLE/HAZELHATCH, CELBRIDGE)

26. These tickets are issued subject to the conditions of ordinary passenger tickets and to the special conditions stated on the tickets or in Iarnród Éireann's publications and notices relating to such tickets and such special conditions, if inconsistent with such foregoing conditions, shall prevail.

27. Single tickets

27.1 Single tickets are not transferable and are valid for the date of issue only.

28. Ordinary return tickets

28.1 Ordinary return tickets are not transferable and are valid for the date of issue only.

29. All other tickets

29.1 All other tickets are valid according to the special conditions relating to such tickets, which are contained in Iarnród Éireann's publications and notices.

30. Validation of tickets

30.1 Passengers are obliged to validate or have validated their Suburban Rail tickets before boarding the train.

31. Children (other than school children)

31.1 Except as may be specified in the publications and notices of, and applicable to Iarnród Éireann, children "under three years" of age may travel free of charge when accompanied by an adult passenger holding a valid ticket for the journey provided such children do not occupy seats that are required for fare-paying passengers; children from their third to their sixteenth birthday are conveyed at a reduced fare.

32. Children (travelling to and from school only)

32.1 School children's reduced fares apply to children between their third and sixteenth birthday travelling between home and school in connection with normal classes up to 17:00 hours, Monday to Friday.

32.2 School children's reduced fares do not apply to travelling to or from football matches, plays, films or other extra curricular activities. In such cases, ordinary children's fares are applicable.

- 32.3 School children's reduced fares are available only during normal school terms and do not apply to children attending classes outside normal school terms.

33. Schoolchild 5 Day tickets (travelling to and from school only)

- 33.1 Schoolchild 5 Day tickets are available only to accredited school children (between their third and sixteenth birthday) holding an accompanying certificate card issued by Iarnród Éireann.
- 33.2 Schoolchild 5 Day tickets are only valid for use with a certificate card issued by Iarnród Éireann.

34. Scholar 5 Day tickets

- 34.1 Scholar 5 Day tickets are available only to accredited scholars (between their third and sixteenth birthday) holding an accompanying certificate card issued by Iarnród Éireann.
- 34.2 Scholar 5 Day tickets are only valid for use with a certificate card issued by Iarnród Éireann.

35. Production of certificate cards

- 35.1 Certificate cards remain the property of Iarnród Éireann and must be presented at any time with the appropriate ticket during the journey or if required delivered up when demanded by an authorised employee of Iarnród Éireann. Passengers failing to produce their certificate card and appropriate ticket will be liable to pay the appropriate fare for the journey made and he or she may be liable to prosecution. Any subsequent applications for a refund will not be considered.

36. Commuter season tickets

- 36.1 Commuter season tickets are issued subject to the conditions of issue of ordinary passenger tickets, where applicable, and to the special conditions stated on the tickets or in the publications and notices relating to such tickets published from time to time by Iarnród Éireann or any body or person upon whose undertaking the tickets are available and such special conditions, if inconsistent with such foregoing conditions, shall prevail.
- 36.2 Without prejudice to the generality of Condition 36.1, commuter season tickets are issued subject to the following conditions:
- 36.2.1 the ticket is only valid at and between the stations named thereon including (unless otherwise stated) such intermediate stations as are open from time to time for passenger traffic during the period of validity of the ticket;
- 36.2.2 tickets must be presented with CIE/Iarnród Éireann Photo I.D. Card of the ticket holder with the corresponding validation number thereon;

- 36.2.3 tickets are valid for the period of issue only and refunds or extensions are not available;
- 36.2.4 tickets, which are lost or stolen, will not be replaced;
- 36.2.5 tickets are not transferable and do not confer any priority upon the holders over any other passengers;
- 36.2.6 a charge will be made in respect of the issue of a CIE/Iarnród Éireann Photo I.D. Card; and
- 36.2.7 Photo ID Cards remain the property of Iarnród Éireann or Córas Éireann (as the case may be) and must be presented at any time during the journey or if required delivered up when demanded by an authorised employee of Iarnród Éireann. Passengers failing to produce their Photo ID Card and ticket will be liable to pay the appropriate fare for the journey made and he or she may be liable to prosecution. Any subsequent application for a refund will not be considered

37. Break and resumption of journey

- 37.1 Except as may be specified in the publications and notices of and applicable to Iarnród Éireann, the holder of a single ticket, return ticket or any ticket issued for travel between two stations on the DART/Suburban Rail system may not break and resume his or her journey at intermediate stations.

38. Luggage and items accompanying passengers

- 38.1 Passengers travelling on the DART/Suburban Rail system are not permitted to take with them the following:
 - 38.1.1 prams (other than folded);
 - 38.1.2 cycles (except folded, covered bicycles), motor cycles, scooters or any motorised vehicles other than vehicles (approved by Iarnród Éireann) used for mobility impaired passengers;
 - 38.1.3 personal luggage (other than such luggage as is carried by hand by the passenger himself/herself and causes no inconvenience to other passengers);
 - 38.1.4 portable seating; or
 - 38.1.5 dogs, other animals, reptiles or birds of any nature, except for approved guide dogs for the visually impaired.



CONDITIONS OF ISSUE OF TICKETS BETWEEN CORK/COBH SUBURBAN STATIONS

39. These tickets are issued subject to the conditions of ordinary passenger tickets and to the special conditions stated on the tickets or in Iarnród Éireann's publications and notices relating to such tickets and such special conditions, if inconsistent with such foregoing conditions, shall prevail.

40. Period of validity of tickets (ordinary)

40.1 Single tickets and the outward portions of return tickets are valid for the date shown on the ticket.

40.2 Return portions of return tickets are valid for the period of validity shown on the ticket.

41. All other tickets

41.1 All other tickets are valid according to the special conditions relating to such tickets, which are contained in the Iarnród Éireann's publications and notices.



SECTION D

CONDITIONS OF ISSUE OF INTERCITY SEASON TICKETS

42. These tickets are issued subject to the conditions of issue of ordinary passenger tickets, where applicable, and to the conditions relating to season tickets published from time to time by Iarnród Éireann or any body or person upon whose undertaking the tickets are available and also to the following conditions, and in the case of any conflict between such conditions the following conditions shall prevail:

42.1 a season ticket is not transferable and it does not confer any priority upon the holder over any other passengers;

42.2 Iarnród Éireann shall not in any case be liable for any consequences arising from:

42.2.1 the suspension or discontinuance of the running of any train or vehicle or the alteration of the times of starting or arrival of such train, or of any alteration in the number of trains or vehicles;

42.2.2 the absence of seating accommodation in any train or vehicle; or

42.2.3 any delay or detention;

- 42.3 Iarnród Éireann does not undertake to carry the holder of the ticket in any particular train or vehicle, and if the holder travels by any other mode of transport he/she will not be entitled to any allowance in respect thereof;
- 42.4 the ticket is only valid at and between the stations named thereon including (unless otherwise stated) such intermediate stations as are open from time to time for passenger traffic during the period of validity of the ticket;
- 42.5 the ticket must be produced on demand to any official or employee of Iarnród Éireann and if not so produced the holder shall be liable to pay the full fare for the journey made and he or she may be liable to prosecution;
- 42.6 if the ticket is lost, immediate notice must be given to Iarnród Éireann. A duplicate ticket may, at the discretion of Iarnród Éireann be issued upon payment of a nominal fee. If the original ticket is subsequently found, it must be returned at once to Iarnród Éireann;
- 42.7 monthly season tickets are valid to the last day of the month. Season tickets issued for a shorter period than one month (except weekly) will be charged for as one month;
- 42.8 the validity of unlimited weekly season tickets will terminate on the Sunday following the date of issue;
- 42.9 the holder of a ticket who travels in a class of accommodation superior to that for which the ticket is issued, shall be liable to pay the supplementary charge for the superior class of travel;
- 42.10 Iarnród Éireann reserves the right to refuse to issue or renew a season ticket;
- 42.11 in the event of a breach of any of these conditions, the ticket will be forfeited and delivered up on demand to any employee of Iarnród Éireann;
- 42.12 the holder of a season ticket (whether weekly, monthly or annual) must have a CIE/Iarnród Éireann Photo I.D Card available for inspection at all times. The holder of a student ticket must also have a valid student identity card as may be specified from time to time by Iarnród Éireann; and
- 42.13 the acceptance of a season ticket, or any renewal thereof, will be held to constitute the acceptance of the conditions and regulations of Iarnród Éireann.



SECTION E

RESERVATIONS OF SEATS ON TRAINS

43. Reservations of seats on trains.

- 43.1 Iarnród Éireann (in addition to its rights by common law, statute, contract or

otherwise) reserves the right to assign to passengers the seats, which they are to occupy.

- 43.2 A passenger shall not occupy a seat reserved for or assigned by Iarnród Éireann to another passenger.
- 43.3 Reserved seat tickets are issued subject to the conditions and regulations applicable to the passenger ticket to which the reserved seat ticket relates and to the special conditions, that Iarnród Éireann is not deemed to undertake to provide particular seats in the appropriate class, or any seats, and failure to do so will impose no liability upon Iarnród Éireann other than to refund the reservation fee paid.
- 43.4 Reserved seat tickets are valid only on production of the passenger tickets covering the journey and must be shown to and given up as required to Iarnród Éireann's employees or agents.
- 43.5 Reserved seats must be claimed prior to the advertised departure time of the train.
- 43.6 Passengers at terminal stations who wish to claim their reserved seats must be available for boarding at least twenty minutes prior to the advertised departure time of the train.

CHAPTER TWO

REGULATIONS AND CONDITIONS APPLICABLE TO PASSENGER LUGGAGE

1. Luggage and items accompanying passengers

- 1.1 Personal luggage, buggies, prams, bicycles and other articles accompanying passengers are only received upon and subject to:
 - 1.1.1 the foregoing conditions in so far as they are applicable,
 - 1.1.2 the following regulations and conditions,
 - 1.1.3 the bye-laws, regulations and conditions contained in the notices of and applicable to Iarnród Éireann,
 - 1.1.4 the bye-laws, regulations and conditions of any other body or person in so far as the luggage is concerned, on the undertaking of that body or person.
- 1.2 Notwithstanding any other provision to the contrary, Iarnród Éireann reserves the right to refuse to carry heavy or bulky luggage or bicycles, prams, buggies and animals (other than guide dogs) or birds by any train, or where, in the opinion of Iarnród Éireann, any vehicle containing an internal combustion engine may constitute a fire hazard, or where the loading or unloading of the foregoing items may delay any train.
- 1.3 Iarnród Éireann does not undertake to provide luggage accommodation on all trains, on any train, or on any bus which may be substituted for part of, or for all of any journey.

2. Weight Allowance

- 2.1 Subject to these regulations and conditions the under mentioned passengers are permitted to take with them, without extra charge and irrespective of class of travel, the quantities of luggage set out hereunder: -

	Articles	Weight
(i) Children holding tickets at less than adult fare	Personal luggage	25kg / 55lbs
(ii) Children travelling to or from school	Personal luggage	50kg / 110lbs
(iii) Passengers holding adult tickets (including Free Travel Scheme Ticket Holders)	Personal luggage	50kg / 110lbs

For the avoidance of doubt, this concession does not apply to certain animals (other than guide dogs) and articles listed in Condition 4.

2.2 A passenger travelling between stations:

2.2.1 on the Dublin Suburban Rail System,

or

2.2.2 on the Cork/Cobh Suburban Rail System

may only take with him or her such luggage as is carried by hand by the passenger himself or herself and causes no inconvenience to other passengers.

3. Excess baggage

- 3.1 Where a passenger's luggage exceeds the appropriate weight allowance the amount of the excess will be charged for in accordance with the scale of excess luggage charges from time to time in force. The weight per item should not exceed 50kg / 110lbs.
- 3.2 If excess baggage for which charges are not paid is discovered during the journey, the passenger travelling with such baggage shall be liable for the excess payment due at his destination station.
- 3.3 Subject to the weight limits prescribed in Condition 2 hereof, articles for personal use which passengers can carry without too much difficulty (hand luggage) shall be accepted in coaches reserved for passengers and conveyed free of charge. Passengers may use only the free space above and below their seats for stowing such luggage. If, in specially constructed carriages, the amount of space is insufficient, luggage should be placed in the luggage compartments specially provided for this purpose. Passengers will be bound to obey the instructions given to them by railway officials, as far as where to stow their luggage is concerned.
- 3.4 Unless a consignment note is required, the luggage merchandise and articles referred to will be carried by Iarnród Éireann subject to the regulations and conditions of and applicable to Iarnród Éireann and to the following special conditions, and in the event of any conflict between such regulations and conditions and the following conditions, the latter shall prevail:
 - 3.4.1 the price of the ticket issued to the passenger shall be deemed to be for the carriage of the passenger alone;
 - 3.4.2 Iarnród Éireann shall not be liable for any loss of or from or damage or delay to such merchandise and articles, however caused;
 - 3.4.3 Iarnród Éireann reserves the right to withhold any licence granted under this condition without notice in respect of any merchandise or articles whatsoever and to require payment of the full ordinary charges in respect thereof.

4. Articles which passengers are not permitted to take with them by train.

- 4.1 Passengers are not permitted to take with them by train:
 - 4.1.1 articles which may not be carried by law;
 - 4.1.2 dangerous goods and articles, particularly loaded firearms, explosive or inflammable articles or materials, those liable to cause fires, poisonous, radioactive or corrosive products, cylinders containing compressed or liquefied gases, motor cycles and motor scooters charged with electricity, gas, oil or other inflammable liquid or vapour and anything infectious or harmful to health;
 - 4.1.3 animals (other than guide dogs) or birds.

5. Dogs

- 5.1 Dogs (other than guide dogs) must be conveyed in the guard's van. Any such dog must be:
 - 5.1.1 secured with collar and chain and efficiently muzzled. The construction of the muzzle must render it impossible for the dog to bite any person or animal, but it should not prevent the dog from breathing freely or lapping water; or
 - 5.1.2 contained in a wooden case, cage, basket or hamper constructed to make it impossible for the dog to bite any person or animal. The receptacle must be sufficiently large to allow the dog to stand up and lie down with ease and comfort, and must be adequately ventilated.
- 5.2 Greyhounds must be conveyed in kennels at all times.
- 5.3 All dogs must be properly labelled giving the name, address and destination of the owner.

6. Bicycles, prams (not folding), etc. accompanying passengers

- 6.1 All bicycles and buggies etc. must have a label attached, giving the name and destination of the owner. Only one article of each description per passenger is chargeable at the appropriate accompanied rate. Additional articles will be charged at the unaccompanied rate.

7. Validity of return tickets for bicycles etc.

- 7.1 The validity of return tickets for bicycles etc. when accompanying passengers shall be the same as that of the return ticket held by the passenger.

8. Addressing, labelling, etc.

- 8.1 Each article or package must have a label securely attached, showing in

legible and durable writing the name of the passenger and destination station.
NOTE: Passengers are requested to take the precaution of placing a label bearing their name and full address inside each article of luggage, etc.

- 8.2 All old or conflicting labels or addresses must be removed or entirely obliterated before the article or package is handed to Iarnród Éireann.

9. Delivery to Iarnród Éireann for conveyance in luggage van

- 9.1 In order to avoid delay, passengers with large quantities of personal luggage, etc., should arrive at the station at least 30 minutes before the advertised departure time of the train by which they intend to travel. Iarnród Éireann reserves the right to refuse to carry any large quantity of luggage by any particular train or to accept any article which owing to its size or weight cannot be conveniently handled.
- 9.2 The accommodation for luggage is very limited and Iarnród Éireann does not undertake to convey heavy or bulky luggage.
- 9.3 Iarnród Éireann will not accept for carriage in the guard's van any passengers' luggage until it has been labelled. Until the luggage is labelled, Iarnród Éireann's employees receive the luggage as the agents of the passenger and have no authority to do so as agents for Iarnród Éireann.
- 9.4 Passengers are not permitted to receive or deliver any article or package at an intermediate station in the course of their journey, and such articles or packages will only be carried subject to payment of the appropriate maximum rate for unaccompanied merchandise.

10. Accompanying passengers in the carriage

- 10.1 Iarnród Éireann does not accept any liability whatsoever for loss of or from or for damage or delay to articles or packages taken by passengers into the carriages of trains.

11. Transfer of luggage between stations

- 11.1 Where passengers have to pass from one station to another for the purpose of continuing their journey, they must make their own arrangements for the transfer of their luggage, and Iarnród Éireann will not accept any liability for loss, damage or delay during such transfer.

12. Routing of luggage, etc.

- 12.1 Iarnród Éireann may convey luggage, etc. by any route, which Iarnród Éireann may deem reasonable, and these regulations and conditions will apply, notwithstanding any deviation from the usual route.

13. Delivery by Iarnród Éireann

- 13.1 The transit of any article or package accompanying passengers will (unless otherwise previously determined) be at an end when such article or package has, at the termination of the journey, been unloaded from Iarnród Éireann's luggage vehicle on to the platform and the passenger has claimed it or has had a reasonable opportunity of claiming it.
- 13.2 Iarnród Éireann will not take undertake any responsibility, either as carriers or as warehousemen, in respect of any article or package after the termination of the transit as defined above except as provided in Condition 16 hereof.
- 13.3 Any assistance rendered by Iarnród Éireann's employees in removing an article or package from Iarnród Éireann's premises, or in transferring it from the platform to a vehicle or otherwise, will be rendered by them as agents for the passenger, and not on behalf of Iarnród Éireann, and the passenger will be solely responsible for any loss of or damage to the article or package which may arise during such removal or transfer.
- 13.4 Iarnród Éireann may refuse to deliver any article or package at any station other than to which it is labelled.

14. Limitations of liability for loss, damage or delay

- 14.1 Iarnród Éireann will not be liable:
 - 14.1.1 for loss, damage or delay of or to any property (other than (i) passengers' personal luggage not subject to Condition 14.1.2 hereof, and (ii) merchandise which by Iarnród Éireann's regulations passengers are permitted to take with them) unless a declaration of its nature is made to Iarnród Éireann at the forwarding station and the proper charges paid for its conveyance;
 - 14.1.2 for loss or injury (from whatever cause arising) of or to any articles or property described in the Carriers' Act 1830, as amended by subsequent Acts, contained in any parcel or package, whether consisting of ordinary personal luggage or otherwise, when the value of such articles or property exceeds [I€25], unless the nature and value thereof be declared to the official in charge of the parcel office at the forwarding station and the appropriate increased rate of charge to be paid. Provided always that where such declaration has been made and such charge paid, Iarnród Éireann shall be entitled to exclusive control of such articles or property until re-delivery to the passenger;
 - 14.1.3 for loss, damage, or delay of or to any article or package when the same arises:
 - 14.1.3.1 from its being improperly or insufficiently packed or described; or

- 14.1.3.2 from its comprising or containing any fragile or brittle article(s), or any article(s) liable to be broken and to damage any other article(s);
- 14.1.4 for loss, damage, or delay of or to any article or package where the same arises from the act, neglect or default of the passenger;
- 14.1.5 for loss, damage, or delay of or to any article or package where the passenger does not travel in the same train as his or her property, unless his or her failure to do so is due to neglect or default of an employee of Iarnród Éireann, or the article or package is carried on the terms that the passenger is not required to accompany it;
- 14.1.6 for loss, damage, or delay of or to any article or package where the same arises from the failure of the passenger to comply with Iarnród Éireann's regulations and conditions;
- 14.1.7 for loss, damage, or delay of or to any article or package unless the same arose on Iarnród Éireann's trains or premises, and then only subject to the regulations and conditions applicable thereto;
- 14.1.8 for special, indirect or consequential loss or damage.

15. Forwarded to or from places outside the Republic of Ireland

- 15.1 Iarnród Éireann only undertakes the registration of luggage, etc., where such system is in operation, and on payment of the charges (including the charge for weights exceeding the quantities allowed by the carriers concerned to be conveyed free of charge) and subject to the conditions applicable thereto.
- 15.2 Passengers to or from places outside the Republic of Ireland must in all cases personally attend any examination of the luggage by the customs authorities, and Iarnród Éireann will not in any circumstances be responsible for loss, damage, misdelivery, deviation, delay, detention or other consequences however arising directly or indirectly out of or in connection with the passenger's omission to do so or his or her failure to comply with the requirements of the customs or other administrative authorities.

16. Left luggage

- 16.1 Cloakrooms may be provided at Iarnród Éireann's stations for the reception of passengers' luggage, which has been or is, intended to be carried by train.
- 16.2 Iarnród Éireann's employees are prohibited from taking charge of luggage for the purpose of custody except for deposit at a cloakroom and Iarnród Éireann will not in any case be responsible for luggage or other property left at their stations or delivered to one of its employees for the purpose of being left at the cloakroom, unless:
 - 16.2.1 it is personally deposited by the passenger with the cloak room attendant; and

16.2.2 a cloakroom ticket is issued to and accepted by the passenger, in which case the luggage or other property will be held subject to the conditions printed on such ticket and contained in the publications and notices of and applicable to Iarnród Éireann.

17. Lost and unclaimed property

- 17.1 Iarnród Éireann will not in any case be responsible for loss, damage, delay or detention of or to any luggage, articles or property left on Iarnród Éireann's premises or in its trains, or in trains under its control.
- 17.2 All luggage, articles or property found upon Iarnród Éireann's premises, or in any of Iarnród Éireann's trains, or in trains under its control, shall, as between the finder and Iarnród Éireann, be deemed to be in the possession of Iarnród Éireann, and must be given into the custody of Iarnród Éireann's employees.
- 17.3 A charge will be made on the restoration of any luggage, article or property found, but Iarnród Éireann will not be responsible to the true owner for loss, damage, deviation, misdelivery, delay or detention, however caused, of or to such luggage, articles or property which may arise in connection with the custody and restoration of the same to the true owner. All luggage, articles or property so found which shall not have been claimed by the true owner within three months after being left will be deemed to be abandoned, and may be sold or otherwise disposed of, and the proceeds of any such sale applied in reduction or satisfaction of any expenses, charges or monies payable in respect thereof.
- 17.4 Any article discovered to be of a perishable nature may be disposed of earlier and without notice.

18. Cloakroom (left luggage and other articles) Conditions

- 18.1 Iarnród Éireann will accept articles for deposit only at its left luggage offices, at a scale of charges obtainable at Iarnród Éireann's cloakrooms, (which expression includes, where the context so admits, left luggage lockers) provided for that purpose, and Iarnród Éireann's employees may not take charge of articles except for deposit at such offices.
- 18.2 Iarnród Éireann may decline to accept articles of any description tendered for deposit in a left luggage office and packages containing dangerous or objectionable articles will not be accepted.
- 18.3 Packages containing dangerous or objectionable articles, including liquid air, liquid oxygen, petrol or other inflammable liquid, cylinders containing compressed or liquefied gases, radioactive items, motor cycles and motor scooters charged with electricity, gas, oil or other inflammable liquid or vapour **must not be tendered to Iarnród Éireann for deposit in cloakrooms.**
- 18.4 Bags, boxes, trunks and suit cases with articles such as umbrellas or walking sticks strapped or tied thereto with ends protruding, will not be accepted in

cloakrooms as one deposit; the articles in question must be detached and will be charged for separately.

18.5 The following are the CONDITIONS under which articles are received in Iarnród Éireann cloakrooms:

18.5.1 Iarnród Éireann may place and keep any article or property deposited with it either in the cloakroom or elsewhere upon its premises;

18.5.2 Iarnród Éireann will not be liable for loss, mis-delivery or detention of, or damage to:

18.5.2.1 any articles or property which separately or in the aggregate exceed the value of €30 [€25] unless at the time of deposit the true value and nature thereof will have been declared by the depositor and €0.10c] per [€1.50] of the declared value paid for each day or part of a day (the day of deposit and next day being reckoned as one day) in addition to the ordinary cloakroom charges, and such loss, mis-delivery, detention or damage shall be proved to have been occasioned by the negligence of Iarnród Éireann's employees;

18.5.2.2 any articles or property which separately or in the aggregate do not exceed the value of €30 [€25] unless such loss, mis-delivery, detention or damage shall be proved to have been occasioned by the negligence of Iarnród Éireann's employees;

PROVIDED THAT:

articles of a fragile nature or perishable nature will only be accepted by Iarnród Éireann at the entire risk of the owner or depositor.

Iarnród Éireann shall not in any circumstances be liable for special, indirect or consequential loss or damage; any act, neglect or default of its employees not within the scope of their employment or loss or damage in respect of any articles or property deposited contrary to Iarnród Éireann's regulations;

18.5.3 Iarnród Éireann shall be entitled to withhold the articles or property deposited, except on production of the ticket issued in respect thereof. Iarnród Éireann may deliver such articles or property to:

a) any person producing the ticket; or

b) any person who fails to produce the ticket upon such evidence of the loss of the ticket and of ownership, or authority to receive the

articles or property as Iarnród Éireann's employees may consider satisfactory, in which case, Iarnród Éireann's form of indemnity must be signed by the person to whom the articles or property are delivered.

The delivery of the articles or property will acquit Iarnród Éireann from all further claims in respect thereof;

- 18.5.4 depositors are not permitted access to any article deposited. When two or more articles are deposited and one ticket is issued therefore, the depositor may obtain possession of one or more of such articles provided the cloakroom ticket held by the depositor is endorsed showing what articles have been removed and the depositor gives a receipt therefor;
- 18.5.5 Iarnród Éireann may at any time require any person:
- 18.5.5.2 entering on Iarnród Éireann's premises whether as an intending passenger or not;
 - 18.5.5.3 offering luggage for deposit in a cloakroom or luggage locker;
 - 18.5.5.3 leaving a car in an Iarnród Éireann car park to submit any luggage, parcels or other article in his possession or under his or her control to inspection by Iarnród Éireann's staff without liability;
- 18.5.6 Iarnród Éireann may open and examine the contents of any package at any time and may without incurring any liability remove or destroy any portion thereof which in its opinion might cause injury or inconvenience to person or damage to property. Iarnród Éireann may also at its discretion (but without any obligation to do so) sell any perishable article deposited with it if it considers it advisable in order to prevent loss or damage of any kind, and in such cases may deduct its charges and expenses incurred by it in relation thereto;
- 18.5.7 If articles are not removed within six months from the date of deposit, Iarnród Éireann may sell such articles by public auction or otherwise, and out of the proceeds retain all monies due to it from the owner thereof, and all expenses incurred by it in relation thereto; and
- 18.5.8 Iarnród Éireann will have a particular lien upon any property deposited with it for charges, and also a general lien for any monies owing by the depositor to it, on any account, and in the event of such charges or monies not being paid within a reasonable time after application for payment thereof, Iarnród Éireann may sell such property and apply the proceeds towards the satisfaction of any such charges or monies.

- 18.6 Articles deposited in left luggage lockers will be subject to the foregoing conditions in so far as they are applicable, and also to the following special conditions, which special conditions shall in the event of any inconsistency prevail:
- 18.6.1 Iarnród Éireann will be at liberty to remove any articles from a locker after the expiry of 24 hours from the time of deposit (or such other time as may be specified by notice on or adjacent to the locker or set of lockers) and place it in the left luggage office or elsewhere on Iarnród Éireann's premises;
- 18.6.2 on payment of all charges due in respect of the deposit of the articles, Iarnród Éireann will deliver them to:
- 18.6.2.1 a person producing the key of the locker in which they were deposited; or
- 18.6.2.2 a person not producing such a key upon such evidence of the loss of the key and of ownership or authority to receive the articles, as Iarnród Éireann's employees may consider satisfactory, in which case an indemnity must be signed by the person to whom the articles are delivered.
- Delivery of the articles will relieve Iarnród Éireann from all claims in respect thereof; and
- 18.6.3 depositors failing to return a key must pay a sum representing its cost or replacement.

CONDITIONS RELATING TO PARKING OF MOTOR VEHICLES AND BICYCLES

19. Conditions relating to parking of motor vehicles

- 19.1 Motor vehicles may be parked only in places reserved for the parking of cars and subject to accommodation being available.
- 19.2 Iarnród Éireann does not undertake to provide a secure or attended car park and, to the fullest extent permitted by applicable law, neither Iarnród Éireann nor its employees shall be liable to any person whomsoever for personal injury suffered while in a car park, or to any person whomsoever for any theft or loss of, or damage to, vehicles or personal effects or goods therein or thereon while parked in a car park, even if caused by the negligence of Iarnród Éireann or its employees.
- 19.3 Tickets, where applicable, are not transferable and are issued subject to Iarnród Éireann's byelaws, conditions and regulations contained in Iarnród Éireann's publications and notices.

- 19.4 Season tickets or barrier tokens are valid only for the parking of one motor vehicle at any one time at the station indicated on the ticket or token and only in respect of the motor vehicle for which the season ticket or barrier token was issued. Any change in the registration number of the motor vehicle or the address of the holder of the season ticket or barrier token must be advised immediately to the office of issue.
- 19.5 Season tickets and barrier tokens are the property of Iarnród Éireann and must be surrendered immediately on expiration. An administrative charge will be made for season tickets or barrier tokens, which are lost, torn, defaced, damaged or not surrendered.
- 19.6 Every person accepting these conditions accepts them on his or her own behalf and on behalf of all other persons having a proprietary interest in the motor vehicle.

20. Conditions relating to parking of bicycles

- 20.1 Tickets, where applicable, are not transferable.
- 20.2 Iarnród Éireann does not undertake to provide a secure or attended bicycle park and Iarnród Éireann, its employees and agents accept no responsibility for any loss, misdelivery or detention of or damage to any bicycle or any part or accessories thereof or property deposited therewith however caused except insofar as such damage is caused by the negligent act (as opposed to the omission) of Iarnród Éireann, its employees or agents.
- 20.3 Iarnród Éireann may place and keep the bicycle in a bicycle store, left luggage office or elsewhere upon its premises.

AUTHORITY OF IARNRÓD ÉIREANN'S EMPLOYEES

Iarnród Éireann's employees or agents have no authority to waive or vary any of the foregoing conditions or to extend or vary any liability, which may devolve on Iarnród Éireann thereunder.

APPENDIX 1

1. Alternative route availability

- 1.1 Subject to paragraph 1.2, to facilitate passengers travelling to/from final destinations that are between railway lines, ordinary single and return tickets will be interchangeable between adjacent routes as set out in the table below.

Tickets purchased for	Valid on routes
Dublin / Cork route	Dublin / Limerick Dublin / Waterford Dublin / Tralee
Dublin / Limerick route	Dublin / Cork Dublin / Tralee Dublin / Galway
Dublin / Tralee route	Dublin / Cork Dublin / Limerick
Dublin Waterford route	Dublin / Cork Dublin / Rosslare
Dublin / Galway route	Dublin / Limerick Dublin / Westport
Dublin / Westport route	Dublin / Galway Dublin / Sligo

- 1.2 Where a person purchases an ordinary return ticket at Nenagh, Cloughjordan or Roscrea, an extra charge will arise unless the said ticket is for a return journey from Dublin, Heuston to Templemore or from Dublin, Heuston to Thurles. Where a person purchases an ordinary return ticket at any station on the Nenagh branch (e.g. Castleconnell) to Dublin, Heuston for a return journey to Limerick, he or she shall be liable to pay the appropriate excess fare on the basis of a return journey from Limerick to Dublin, Heuston.

Note:

A passenger shall be liable to pay an excess fare where the fare for the return journey is greater than the fare already paid.