



FOOTPLATE EXPERIENCE

FULL TERMS AND CONDITIONS

In these Terms and Conditions “You” means the person booking the footplate experience and “Your” should be interpreted accordingly.

“Participant” means the person for whom the experience is booked.

“Course” means a booked footplate experience.

Save as provided in Clause 9 below “We” means Lappa Valley Railway Company Limited whose registered office is at Benny Halt, St Newlyn East, Cornwall, TR8 5LX and “Us” and “Our” shall be interpreted accordingly.

You must tell us at the time of booking who the Participant will be.

Safety

You are also responsible for ensuring that the Participant is aware of and complies with these mandatory requirements.

- Participants must be aged 18 or over at the time of the experience.
- Participants must be in good health (for emergency evacuation you must be fit enough to climb immediately off the locomotive from the ground level unaided. These may be up to a 0.9m (3ft) vertical climb with no steps and on to/ off loose ballast.
- Any underlying medical condition that may result in fainting or blackout such as heart disease, asthma, COPD or epilepsy (this list is not exhaustive) presents a danger both to the Participant and the safety of the train and is an absolute bar to participation.
- Participants must be able to cope with discomfort, including heat, cold, wet, bright light, noise and vibration without distracting the driver. Where doubt exists, we reserve the right to conduct a confirmatory test of fitness prior to the experience.
- During the experience, participants must wear sturdy footwear that fully protect your feet.
- Participants must wear clothing that fully protects your legs. (man-made fibre clothing is not acceptable)
- Not attend the experience under the influence of drugs or alcohol.
- Not to smoke in the cab or on the footplate.
- Be able to communicate clearly in English to immediately acknowledge or comply with any instructions.
- We carry customary insurance for Public Liability in respect of our responsibility to Participants. Some insurers may regard participation in a Course as a hazardous activity that may affect any claim by a Participant, so we recommend checking whether that is the case.
- We strongly advise you wear older clothing. Lappa Valley cannot be held responsible for any cleaning / damage to clothing.
- Should the directions of the driver not be met, or the participant act in an inappropriate fashion, the participant will be asked to leave the footplate and the experience will be terminated.
- Participants are welcome to bring a camera with you to capture the unique views, but Lappa Valley cannot be held responsible for damage or loss to cameras, phones, or other items.

The Courses

A Steam Driver Experience Course Includes

- One round trip riding on the footplate of the steam locomotive (2.4 miles)
- Still water for the participant
- The opportunity to drive two round trips with coaches of the line (4.8 miles)
- Up to four guests can ride the train for the two trips the participant is driving
- A printed certificate on completion

A Diesel Driver Experience Course Includes

- One round trip riding in the cab of a diesel locomotive (2.4 miles)
- Still water for the participant
- The opportunity to drive two round trips with coaches of the line (4.8 miles)
- Up to four guests can ride the train for the two trips the participant is driving
- A printed certificate on completion

A footplate ride (either steam or diesel includes)

- One round trip riding on either the footplate or in the cab of one of the locomotives (2.4 miles) which must be done in one return trip (cannot be split across the day).

Payment

Payment for Courses is due in full at the time of booking. (Please note we do not accept American Express cards). No fee is charged for debit / credit card payments.

Course Confirmation

For bookings made on the Lappa Valley website an online confirmation will be emailed to You once payment in full has been received. Participants will need to bring a copy of their confirmation (printed or on a mobile device) on the day of their Course.

You are responsible for ensuring that Participants have the necessary printed confirmation on the day.
Please check your Course confirmation and let us know immediately if there is a mistake.

Restrictions

Courses are only valid for the named Participant. You must not attempt to re-sell a Course nor, without our written consent, to substitute another person for the named Participant.

Any Courses in breach of these Restrictions are void and the payments for them are NOT refundable.

Cancellation, Amendment and Refunds

Except for Courses in breach of the Restrictions set out above You may cancel by e-mailing Lappa Valley as follows:-

- 21 days and over prior to course date - 100% monetary refund or gift voucher
- 14 to 20 days prior to the course date - 100% refund via gift voucher OR 50% monetary refund
- 7 to 13 days prior to the course date - 75% refund via gift voucher
- Less than 7 days prior to the course date - 0% refund

No refund will be given for Participants who fail to turn up for a Course that has not been cancelled by You.

If you have paid by debit/credit card, we will not refund in cash.

You are responsible for notifying the Participant of cancellation.

If at any time up to 24 hours before the Course any cause beyond the Participant's reasonable control prevents them from attending You should call us to discuss transfer to a different date and time (subject to availability). We will endeavour to find a suitable alternative date and time but cannot guarantee that this will be possible.

Caution

Whilst we endeavour to maintain our fleet of steam and diesel locomotives in safe operating condition, but we cannot guarantee that there will not be mechanical or electrical failures that require us to substitute alternative forms of traction. We may also need to suspend, re-schedule or cancel our timetabled services. In such circumstances it may not be possible for us to provide the Course on the booked date or time.

Your booking of a Course is on the express understanding that there is no guarantee or warranty, express or implied, that the Course will be provided on the booked date or time.

If we are unable to provide the Course on the booked date or time We will endeavour to find a suitable alternative date and time or provide You with a full refund of the price paid.

We shall not be liable to pay any compensation to Participants.

Personal arrangements such as travel, and accommodation arranged by You or Participants are at your or their risk. We shall not be liable for any costs losses or expenses such as abortive travel or accommodation costs resulting from non -availability of Courses on the booked date or time.

Limitation of Liability

Our agreement with You in respect of the booking is personal to You. Where You are booking for the Participant, you are acting as principal and not as agent on behalf of the Participant. This agreement is not intended to confer any enforceable rights on the Participant.

We shall not be liable to You or Participants for any indirect or consequential loss or expense, nor shall We have any liability to You or Participants resulting from causes beyond Our reasonable control.

We do not exclude liability for death or injury resulting directly from Our negligence, but any other liability shall not exceed the price paid by You for the Course.

Law

Your order on these terms and conditions shall be subject to English Law and the jurisdiction of the English Courts.