

DLR Discovery - Terms & Conditions – 23 July 2018

Definitions and interpretation

In these terms, certain words have specific meanings, as follows:

“KAD”/“we”/“us”/“our”/“Operators”/“DLR”

Means any or all of the following companies: KeolisAmey Docklands Limited, Docklands Light Railway Limited and Transport for London (TfL).

“Tour”

Means the DLR Discovery Tour, which comprises of an exclusive special train service with a dedicated on-board tour guide between Tower Gateway and Cutty Sark for Maritime Greenwich DLR stations followed by a guided walking tour around Greenwich arranged by the DLR.

“Ticket”

Means a paper ticket or electronic ticket which allows the bearer of such ticket to attend and board the Tour.

“you”/“your”/“Customers”

Means any person taking part in the Tour.

“Terms and Conditions”

Means these terms and conditions, which may be amended from time to time

A. GENERAL INFORMATION ON DLR Discovery

1. KeolisAmey Docklands Limited (referred to herein collectively as “KAD”, “we” or “us”) is the operator of the visitor attraction based at Tower Gateway Station, Goodman's Yard, London EC3N 4SG, which allows customers to take part in a guided tour on the Docklands Light Railway (DLR) through east London terminating at Cutty Sark. KAD places great importance on the safety of our customers on the Tour and all persons who wish to purchase Tickets do so subject to the following terms and conditions. By purchasing a Ticket you are deemed to have read and understood these Terms and Conditions.

When you travel on our services, having bought a ticket or when using pay as you go or a free travel concession, you enter into a legal agreement with us. The DLR Conditions of Carriage published on the TfL Website (<https://tfl.gov.uk/corporate/terms-and-conditions/ticketing-and-travel-conditions-of-carriage>) and these Terms and Conditions set out your rights and responsibilities as our customer

2. The Tour is scheduled for every weekend commencing from on Saturdays and Sundays only from August 4th 2018 until to September 09th 2018 only. The departure times from Tower Gateway DLR station are: 10:00, 11:00, 12:00, 13:00, 14:00, 15:00, 16:00 and 17:00.

3. The calendar and running times given are indicative and may be subject to changes on the day.

4. The Tour is accessible to all customers requiring a step-free access.
5. Customers acknowledge that the Tour includes a walking tour (approximate duration: 30 minutes) requiring the appropriate fitness level. The walking tour is entirely step-free as well.
6. Customers with special access requirements can email DLR at dlr-discovery@keolisameydlr.co.uk or ask a member of DLR staff for further information.
7. By purchasing a Ticket, you acknowledge that you are fit for the walking tour.
8. General information about accessibility on the DLR is available at: <https://tfl.gov.uk/transport-accessibility/wheelchair-access-and-avoiding-stairs?intcmp=5344>
9. The Ticket is only valid on the day of validity and for the chosen departure time.
10. Your Ticket gives you access to the Tour, starting at the Tower Gateway Station and includes your return travel to the Tower Gateway Station on the same day.

ii. The following table describes the ticket types and fares.

Ticket type	Conditions	Price
Full price	Aged over 12 years old	£8
Children	Aged over 5 and below 12 years old	£4
Under 5	Aged under 5	Free
Group fare	4 adults or more	£7 per person
Family fare	2 adults and 2 children aged between 5 and 12 years old	£22 in total

Tickets can be bought in advance from Eventbrite at <https://www.eventbrite.co.uk/o/keolisamey-docklands-dlr-17587449351> or from DLR staff on the day, subject to availability. You must pay with a valid bankcard as cash payments are not accepted.

12. Customers will be provided with a complimentary goodie bag, subject to stock availability.

B. TERMS AND CONDITIONS OF YOUR BOOKING

1. By purchasing a ticket, you accept Eventbrite's Terms of service <https://www.eventbrite.co.uk/l/LegalTerms/>. You must be older than 18 years old to buy a ticket.
2. All Tickets are sold subject to these Terms and Conditions.
3. No booking shall be deemed to have been accepted unless accepted by us in writing (which shall include our confirmation of such booking by email. Please ensure you check

your “junk” or “spam” folder in your email program if you have not received a confirmation email once you have made your booking).

4. Your ticket

Only persons holding a valid Ticket will be admitted onto the Tour. You must retain this Ticket at all times during the Tour and produce it when requested to do so by a member of staff.

Please check your Ticket(s) upon receipt to ensure the details contained therein are correct.

Your Ticket is not valid if it is damaged, altered or defaced.

Tickets are not issued on a sale or return basis and cannot be cancelled or exchanged after purchase other than in accordance with these Terms and Conditions.

Price and availability information is subject to change without notice.

Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket or used in connection with the DLR Discovery.

Neither KAD nor DLRL/TFL is liable for any Tickets which are lost or stolen.

5. Ticket resale

Resale, or attempted resale or purchase of a Ticket other than via KAD or Eventbrite is prohibited and may result in the cancellation of such Ticket without refund or other compensation.

Tickets cannot be used for competitions, promotions, and advertising or hospitality packages or otherwise for commercial gain without the express written permission of KAD.

Failure to adhere to these conditions will render such Tickets void and result in any person in possession of a Ticket bought from an unauthorised source being refused entry to DLR Discovery without refund or other compensation.

We reserve the right to cancel any booking which we reasonably believe to be made with a view to resell Tickets or where the Ticket has been purchased using fraudulent means, such as credit card fraud.

We will not take responsibility for the validity of Tickets purchased from unauthorised agents or other sources including, without limitation, ticket touts, and we shall be entitled to cancel and refuse entry to any person whom we reasonably believe to have purchased Tickets from any such person.

Tickets are restricted to a maximum number per person per credit card is 10 tickets. We reserve the right to cancel Tickets purchased in excess of this number without prior notice to you of such cancellation.

C. REQUIREMENTS PRIOR TO THE TOUR

1. Ticket

You must have a valid Ticket which has not been defaced, damaged or altered and purchased from an authorised point of sale.

2. Minimum/Maximum Requirements

Children under the age of 16 must be accompanied by an adult (aged 18 or over) (a "Supervising Adult").

You may be required to produce proof of age for any person whom we reasonably consider to be under 16 and travelling alone. Failure to provide proof of age may result in entry being refused.

Supervising Adults consent to any children whom they are supervising undertaking the tour and shall remain responsible for them and their behaviour at all times and for ensuring that they adhere to these Terms and Conditions.

3. Alcohol

Whilst using the DLR or any other service provided by TfL you must not consume alcohol or be in possession of an open container of alcohol. Failure to abide with this condition may result in you being prosecuted.

4. Physical Requirements

It is your responsibility to notify us in advance of placing your booking of any special access requirements you may have as we may not be able to accommodate all special access requirements if we have not been made aware of them prior to the date of the visit which may result in you not being allowed admission without refund

D. ON THE DAY OF YOUR TOUR

1. Arrival time

You are required to arrive for the Tour and check in at Tower Gateway DLR station at least 20 minutes prior to your Tour time as set out on your Ticket. If you arrive late DLR reserves the right to refuse you entry to the Tour.

2. Weather

Tours will take place in all weather conditions other than heavy snow, ice or extreme weather conditions which we reasonably believe will make it unsafe to participate in the Tour. For refund policies in relation to weather (see Section H).

Refunds will not be considered where the Tour takes place but you decide not to partake in the tour for reasons of the weather.

3. Equipment and prohibited items

We shall supply you with audio equipment including earphones which you will need for your Tour. You must wear this equipment at all times during the Tour. If you are uncomfortable with the supplied audio equipment you must notify your Tour Guide who will provide assistance.

In particular but without limitation, the following items are strictly prohibited:-

Any item which is dangerous or may be used as a weapon or may cause damage to the DLR Discovery structure or any property belonging to TfL or KAD;

4. Your behaviour

The following is prohibited on DLR trains and stations:

- Smoking or the use of an electronic cigarette ('vape');
- The use of bicycles, roller skates, roller blades, scooters, skateboards or hover boards;
- The taking of flash photography and/or the use of a tripod or other camera support equipment;
- The use of emergency exits except in an emergency or when instructed to do so by our staff.
- The damage and/or defacement of any DLR property including, but not limited to the DLR trains, stations and Tour audio equipment.
- Causing a nuisance or disturbing any other customer using the DLR service or interfering with the Tour Guide's ability to lead the Tour.

On DLR trains you must not use the interior doors between the carriages except in an emergency or when instructed to do so by our staff.

You must at all times adhere to the directions and instructions of our staff, the Tour Guides and the safety rules set out by the Conditions of Carriage and the Railway by-laws (visit <https://tfl.gov.uk/corporate/terms-and-conditions/ticketing-and-travel-conditions-of-carriage>). In addition, normal statutory rules and regulations apply and should be observed during the Tour.

Failure to adhere to any of these conditions will result in you being immediately to leave the Tour, without a refund. You may also face prosecution in certain instances.

In the case of an emergency please follow the instructions and directions from our staff or the Tour Guides.

CCTV images are recorded for the purpose of crime prevention, detection, legal proceedings and public safety. Images (and where held, audio recordings) of alleged offenders may be passed to the police and used in a court of law.

E. RIGHT TO REFUSE ADMISSION

In order to ensure the security, safety and comfort of all Customers, we reserve the right at our reasonable discretion to refuse you admission to the Tour or to ask you to leave the Tour.

F. PHOTOGRAPHY AND RECORDING

2. By purchasing a Ticket and attending the Tour you give your express consent to all CCTV filming and to your photograph being taken and the Tour being filmed by us or on our behalf by our contractors and to your actual or simulated likeness being included within any film, photograph, audio and/or audiovisual recording ("Footage").

4. The copyright of all such Footage shall be owned by KAD or its contractor and may only be used or reproduced by you if you purchase such Footage and only for private or domestic purposes in accordance with these Terms and Conditions and not for any commercial purpose.

G. USE OF PERSONAL INFORMATION

All data that customers provide on buying a ticket on EventBrite will be used in accordance with EventBrite legal terms available at <https://www.eventbrite.co.uk/L/LegalTerms/>

By booking a ticket for “DLR Discovery” customers are giving permission for KeolisAmey Docklands to film/record and include them in marketing campaigns including social media conducted by either KeolisAmey Docklands or Docklands Light Railway Limited.

If customers do not wish to appear in any marketing materials and social media, they shall contact a member of staff immediately on arrival. The team will be located at Tower Gateway and will inform the photographer/videographer.

Alternatively, you can contact us at: dlr-discovery@keolisameydlr.co.uk.

Our privacy notice (which gives detailed information about how we use such material and any personal data customers supply to us, and customers’ legal rights in respect of this) can be found at www.keolis.co.uk/privacy-policy or a written copy of this can be provided on request from a member of the team.

On buying a Ticket, customers agree to provide a valid email address in order for them to receive a booking confirmation. They agree that this email address can be used by KeolisAmey Docklands or Docklands Light Railway Limited as a means to contact them. All data that customers provide when booking a Ticket and partaking in the Tour is managed according to TfL data protection policies, found at <https://tfl.gov.uk/corporate/privacy-and-cookies/privacy-and-data-protection-policy>

H. CANCELLATION AND REFUND POLICY

1. Tickets are non-refundable and non-transferable and specific to the Tour time which you have booked and as stated on the Ticket. Tickets cannot be cancelled once they have been booked except by us in accordance with this clause. DLR reserves the right to delay or cancel any departures for operational or safety purpose.

In case of a planned disruption, we will try to advise our customers by email in advance.

2. We will use all reasonable endeavours to ensure that the Tour runs according to schedule. However, we reserve the right, in our absolute discretion, to cancel the Tour whether for safety reasons or otherwise, including, without limitation, as a result of extreme weather conditions or other reasons beyond our control.

3. It is your responsibility to check that your Tour has not been cancelled. Information on such matters will be made available as soon as reasonably practicable on the booking site website at www.tfl.gov.uk/dlr-discovery and/or at Tower Gateway itself. You are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation can sometimes arise immediately prior to Tour.

4. If a Tour is cancelled or delayed for more than 15 minutes, as a result of events outside of our control, the Tour will be re-scheduled to a time which you are able to attend subject to availability or you will be reimbursed for your Ticket.

If you are not able to partake in the Tour at an alternative time we shall have no liability to you whatsoever other than to refund the price paid for the Ticket(s) which you have purchased (less delivery costs where the Tickets have been delivered to you).

5. In order to claim your refund you must email dlr-discovery@keolisameydlr.co.uk within 30 days following such cancellation. Refunds will only be made to the person who purchased the Tickets. In your email please include your name, date, Tour time reason for cancellation. We will respond within two weeks of receipt of email and your refund will take up to five business days to appear in your account or method of payment. Please note, it may take seven business days in respect of foreign credit or bank cards.

6. Tickets will only be refunded for the reasons set out in clause (4) above or otherwise at our absolute discretion but for the avoidance of doubt will not be refunded where:-

Admission has been refused, you have been ejected and/or the Tour has been closed due to:

(i) your acts or omissions or those of any child under your supervision;

(ii) your failure to adhere to or meet the requirements set out in these terms and conditions ;

(iii) your failure to adhere to the instructions of our staff or your Tour Guide whilst on the Tour;

(iv) your late arrival for your Tour;

(v) You decide you do not wish to participate in the Tour due to weather conditions, but the Tour is still proceeding;

I. LIABILITY

1. Nothing in these Terms and Conditions shall exclude liability for death or personal injury for which liability cannot legally be excluded, limited or modified.

2. Subject to clause 1 above, express or implied guarantees, warranties, indemnities or representations are expressly excluded to the maximum extent permitted by law.

3. If any guarantee, warranty or other condition implied or express under these Terms and Conditions cannot be excluded and/or if we are otherwise liable to you in any way whatsoever, then our liability will be limited at our discretion to rebooking your Tickets or, where this is not possible, the refund of the face price of the Tickets you have purchased and any service charges applicable to those Tickets,

4. You agree that neither we nor our holding companies or subsidiaries or any subsidiaries of our holding companies, our contractors, sub-contractors, agents or professional advisors or our respective employees or officers (the "Operators") will be liable for any loss, injury or damage to any person (including you) or property however caused: (a) in any circumstances where there is no legal duty of care owed by an Operator or there is no breach of a legal duty of care owed by an Operator or (b) to the extent that any increase in any loss or damage results from breach by you of any of these Terms and Conditions and/or your negligence.

5. You agree that no Operator shall be liable to you for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Tour and/or our obligations hereunder including but not limited to loss of profit, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) this agreement.
6. You agree that no Operator will have any liability to you whatsoever for expenses incurred in connection with the Tour or any cancellation or refusal of admission to or rejection from the Tour, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the Tour or cancellation of the Tour.
7. No Operators will have any liability to you whatsoever for damage caused to any goods or items which are taken by you onto the Tour and all such items are brought and left at your own risk.
8. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred as a result of your breach of these Terms and Conditions or your acts or omissions, whether negligent or otherwise.
9. The information contained on the TfL and Eventbrite website is believed to be correct. However, we are unable to accept responsibility for any errors or omissions and reserve the right to amend any part of it if such alterations are thought to be necessary. The photographs produced on this website and the online booking system are intended to give a general impression of the Tour and what you may expect from your experience, however, they for illustrative purposes only.

J. GENERAL LEGAL INFORMATION

1. To the fullest extent permissible in law, we shall be entitled to assign all and any of its rights and obligations under these Terms and Conditions, provided that your rights are not adversely affected.
2. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms and Conditions valid or enforceable.
3. If we delay or fail to enforce any of these Terms and Conditions it shall not mean that we have waived our right to do so.
4. Any person, other than KAD, who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.
5. Nothing in these Terms and Conditions and no action taken by you or us under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between you and us.
6. These Terms and Conditions constitute the entire agreement between the parties in connection to the subject matter of these Terms and Conditions and supersede any

previous terms and conditions, agreement or arrangement between you and us relating to the subject matter of these Terms and Conditions. However, nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation.

7. These Terms and Conditions shall be governed by the laws of England and Wales and parties agree to submit to the exclusive jurisdiction of the English Courts.

8. These Terms and Conditions are subject to change without notice from time to time in our sole discretion. The most up to date version of these terms and conditions will be available on this website.

K. COMPLAINTS

If you would like to send us your feedback or make a complaint about your experience on DLR Discovery, please contact us on the below: We try to provide the best customer service on board “DLR Discovery”. We always welcome comments or suggestions.

We try to resolve your complaint the first time you contact us. If you are not satisfied with our response, tell us and we will ask a team manager to review it.

Transport for London,
Customer Services
14 Pier Walk, North Greenwich, London SE10 0ES
online: tfl.gov.uk/contact
telephone: 0343 222 1234
textphone: 020 7027 8511

L. LOST PROPERTY

TfL Lost Property information can be found here www.tfl.gov.uk/help-and-contact/

If you find any lost property on our trains or stations, please tell a member of staff immediately.

If you want to report a lost item, please visit tfl.gov.uk to make an enquiry, you can also call the office on 0343 222 1234 or visit our Lost Property Office at 200 Baker Street, London NW1 5RZ. Opening times 08:30 to 16:00 Mondays to Fridays (except public holidays).

We make a charge for the return of lost property.