



MADARAKA EXPRESS PASSENGER SERVICE CONDITIONS FOR CARRIAGE

Definition of Terms

Authorized staff/Representative

A person authorized to enforce these Conditions of Carriage.

Minors

A person 3 years to 11 years

Penalty

A financial fine levied in accordance with the conditions of carriage.

Infant

A person below 3 years

Luggage

Personal effects which a Passenger can carry on Madaraka Express which includes suitcases and handbags.

Madaraka Express

All or part of the KR system (including stations, rolling stock and track infrastructure) in Nairobi to Mombasa as may be extended or amended from time to time.

Boarding Area

The area where a Passenger must have a valid travel ticket.

Passenger

A person travelling or intending to travel on Madaraka Express.

Police

A police officer executing his duties in connection Madaraka Express Passenger Services.

Travel ticket

A right to travel on Madaraka Express, which may take the form of a paper ticket, or a manual record.

ID

The personal identification Number used to book Madaraka Express ticket.

We, us, our, or KR

The Kenya Railways or its successors, being the operator of the Madaraka Express from time to time.

Return Journey

A journey entirely by Madaraka Express from station of origin to another station and return to the point of origin.

INTRODUCTION

These conditions are Kenya Railways Conditions of Carriage and apply to the use of Passenger Services. Where there is any inconsistency between these Conditions of Carriage and the Kenyan law, the law will prevail. If any part of these Conditions of Carriage is found to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder, which shall remain in force to the fullest possible extent. Where there is ambiguity in interpretation, Kenya Railways reserves the right for final interpretation.

CONDITIONS OF CARRIAGE FOR PASSENGER SERVICES

1. Purchasing of ticket

During purchase of your ticket you must provide your full names, valid identification documents (ID, Passport, Driving License, Military ID, Diplomatic ID, NHIF Card, NSSF Card, Kenya Police Abstract (valid for 6 months), Kenyan ID Waiting Card and EA Country's ID Card, Allien Card) and telephone number. For minors, tickets are processed using the guardian identification documents.

For persons with special needs, you are required to disclose the information during ticket booking.

During purchase of tickets at the Station, a passenger should check the ticket information to confirm all the captured details are correct and alert the booking attendant in case of any error. The passenger should pay attention to the display screen at the counter.

Kenya Railways will not be liable for a ticket booked using wrong details provided by a passenger.

2. Booking Platform

Booking for Madaraka Express Passenger Service is facilitated via our official channels listed below:

- **Online:** visit <https://metickets.krc.co.ke>
- **By phone:** by dialing *639# on your Safaricom line
- **In person:** Visit the nearest Madaraka Express Passenger Service station.

Do not keep in contact with any individual seeking to sell you tickets using other ways/means other than the above stated means.

3. Categories of tickets

The following are the categories of tickets

- a) Adult ticket – 12years and above: full price
- b) Minor tickets – 3years to 11 years: half price
- c) Infants – below 3 years: no charge

Children below 3 years are not required to purchase a ticket for travel provided that the child does not require to be allocated a seat. This shall only be applicable to a maximum of one child per passenger. Should the child require a seat allocation or in a situation where there is more than one child, ticket fare for minors shall apply. If a minor is less than 13 years old, they must be accompanied by a guardian.

4. Modes of Payment

You may use the following modes of payment when purchasing the ticket

- a) M-pesa through a sim toolkit
- b) Point of Sale (POS) over the counter
- c) Credit/Debit Card

5. Ticket validity

A purchased ticket is valid for travel on the day, time and route indicated on the issued ticket. The identification details of the person traveling MUST match the passenger details indicated on the ticket. Do not purchase a ticket issued in another person's name; our tickets are not transferable. Also note that one cannot upgrade from one class to another.

If you board a train other than the one specified on your ticket, you will be considered a passenger without a ticket and you will be required to pay full applicable fare for the journey plus a 30% penalty.

If you are found on-board without a ticket, or on a discounted ticket for which you are ineligible, or you extend your journey beyond the destination indicated on your ticket, you will be required to pay for the full fare applicable for the route plus 30% penalty.

A passenger should only ride in their respective type of coach and occupy the seat indicated on the ticket. It is illegal to ride on a different type of coach other than the one indicated on the ticket. Any passenger found in such a scenario will be penalized.

If a passenger loses a ticket during their travel, they will be required to pay a 30% penalty for issuance of a substitute ticket.

Passengers are required to retain their tickets up to destination which will be used for exiting the stations. Kenya Railways reserves the right to inspect the tickets before end of the journey.

A ticket is only valid for travel on the date, time and on the train indicated on the ticket.

6. Documents required for travel

Passengers are required to carry original identification document and original ticket to allow boarding. Presentation of the copies of the identification documents will not be allowed.

- Kenya Identification Card,
- Passport,
- Military Identification Card,
- Diplomatic ID,
- Alien Card (Kenyan)
- Driving License,
- Kenya Police Abstract valid for 6 months,
- East Africa Country's identification card

7. Right of Search

Passenger **MUST** arrive at the departure Station not later than one hour prior to departure to allow for a smooth and easy check-in and boarding.

For reasons of safety and security, passengers and their luggage shall be subjected to security screening. Any passenger who does not comply with this requirement shall be barred from travelling.

8. Right of a person to be carried as a passenger

Kenya Railways reserves the right to transport a passenger subject to the provision of Kenya Railways Act and Train Timetable provided that the person has the ticket for the journey, is of sound mind and health. Kenya Railways officers may barr a passenger travelling if they appear to be mentally disturbed or have a contagious/infectious disease or is under influence of substance (alcohol or hard drugs).

9. Ticket Cancellation/Refund and Rescheduling

9.1 Ticket cancellation/Refund

9.1.1: Economy & First class tickets

Cases where a passenger desires to change his/her travel, the following rescheduling and refund procedure shall be observed:

Cancellation

- Cancelling of tickets should be done forty-eight (48) hours or more before the departure time indicated on the ticket irrespective of the date/time the ticket was purchased.
- In order to cancel a ticket, one must provide the original identification documents and a photocopy of the same
- Refunds shall be subject to the customer paying a 30% fee of the fare
- Cancellations/refunds are done over the counter at the nearest Madaraka Express Passenger Service station
- Requests for a refund will be rejected in cases where the tickets are damaged/tampered with (unrecognizable)

9.1.2: Premium class ticket, cancellation to be processed 6 hrs prior to departure time less 20% penalty and it is processed on the online booking platform.

9.2: Ticket Rescheduling

9.2.1: Economy & First Class ticket

- Tickets should be rescheduled forty-eight (48) hours or more before the departure time indicated on the ticket irrespective of the date/time the ticket was purchased.
- Rescheduling of tickets is done using the details provided during the initial booking instance (same class, same service, same person).
- Tickets are rescheduled over the counter at the nearest Madaraka Express Passenger Service station
- Rescheduling a ticket will attract a 10% fee of the fare
- A ticket can only be rescheduled once.
- Rescheduling is subject to availability of tickets

9.2.2: Premium Class ticket

Ticket rescheduling is processed 48 hrs prior to departure time less 10% penalty, subject to availability of seats. This is processed on the online booking platform.

9.2.2.1: Premium class open ticket

Where a passenger is not certain of the rescheduling date, the ticket will be open for a period of one (1) month to the same person, same route for utilization, in accordance to clause 9.2.2 with no penalty.

Ticket rescheduling is processed using the details provided during the initial booking i.e. same class, same route and same person.

Lost tickets

- *Replacing a lost ticket will attract a 30% fee of the lost ticket upon verification of details provided during the initial booking.*
- *Tickets for travel on Madaraka Express Passenger Service are not transferable*

10. Trains delay/cancellation

Kenya Railways reserves the right to cancel or reschedule travel due to unforeseen circumstances in which case the passenger will be given the opportunity to reschedule the ticket within a specified period.

11. Luggage

Passengers are allowed to carry luggage that is easy for them to carry along.

Kenya Railways shall not be liable for loss or damage of the passenger's luggage.

12. Confiscated items

At the Baggage screening areas, any identified prohibited items shall be confiscated by the security officers manning the scanners or carrying out the screening and baggage searches. An item surrender form shall be provided to the passenger for recording of his or her item. The item shall be stored for a period of 14 days for collection by the owner or the owner's representative upon identification and thereafter the item shall be disposed in accordance with the National Police Disposal Act.

13. Lost and found

Lost and found items, shall be stored for a period of 28 days for collection by the owner or the owner's representative upon identification and thereafter the item shall be disposed in accordance with the National Police Disposal Act.

14. Conduct of aboard the train

A passenger MUST conduct themselves in line with the set rules and regulations while at Kenya Railways premises and aboard the train. Any passenger who conduct himself or herself in a matter likely to disturb other passengers/persons and obstruct the staff onboard from performing their duties shall be detrained and charged according to the Kenya Railway Act or Penal Code.

By Management