

## **TERMS AND CONDITIONS OF BUSINESS**

“We”, “Us” and “Our” refer to Bedford & Milton Keynes Waterway Enterprises Ltd (BMKWEL) a wholly owned “subsidiary of the Bedford & Milton Keynes Waterway Trust

“You” and “Your” refer to any person who holds a valid booking for a Public Trip.

“Vessel” means the boat utilised by us for the Public Trips, including the John Bunyan.

“Passenger” includes Baby, Toddler, Child, Adult, Concession, Family and Minor as defined below:

- Baby is an infant under 1 year old (they do not require a ticket, but must be included when passengers are counted on-board, although they are not included in the maximum allowable passengers).
- Toddler is an infant between 1 year and under 4. (They require a valid ticket, and are included in the maximum allowable passengers).
- Child is a person between 5 and under 15.
- Adult is a person between 16 and 59.
- Concession is a person aged 60 or over, a student, or a person with disabilities; document proof of concession status may be asked for.
- Family (as in Family ticket) is 2 adults or concessions and 2 minors.
- Minor (as in unaccompanied minor) is a baby, toddler or child under 16.

## **The Public Trips**

1. Tickets must be purchased in advance no less than 36 hours before the Public Trip or at the latest, and only if places are available, or on boarding 15 minutes before the scheduled departure time (standard cruises only).
2. Family, Child and Concession tickets are available for selected cruises only.
3. All passengers must be able to show evidence of having a valid ticket appropriate to the specific Public Trip. Expired tickets are not valid.
4. Unaccompanied minors are not permitted as passengers.
5. The safety and behaviour of children is the responsibility of the accompanying adult.
6. The maximum number of passengers is 50 for the John Bunyan Community Boat and 12 for the Electra Milton Keynes Community Boat, unless other restrictions Government are required to be enforced during the cruising season.
7. For the John Bunyan community boat, up to 4 wheelchairs can be accommodated on most public cruises, however only 2 can be accommodated on a Public Special Music cruise due to space restrictions. We are currently unable to accommodate a wheelchair on our Anchor Lunch cruise due to use of a coach for some of the journey. Each wheelchair occupies the space of 4 passengers and therefore the maximum passenger number will be reduced accordingly when a wheelchair space is booked. Each wheelchair requires a nil charge ticket to be selected in addition to a valid ticket. If a wheelchair ticket is no longer required, it is important that you inform us immediately).
8. For the Electra community boat, up to 2 wheelchairs can be accommodated on most public cruises. Each wheelchair occupies the space of 2 passengers and therefore the maximum passenger number will be reduced accordingly when a wheelchair space is booked. Each wheelchair requires a nil charge ticket to be selected in addition to a valid ticket. If a wheelchair ticket is no longer required, it is important that you inform us immediately).
9. For passengers with limited mobility or visual impairment, the boat is equipped with an access lift (dimensions 1190mm x 900mm) which can take a medium sized wheelchair, walking frame, or a seat for

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people with disabilities. The maximum weight the lift can be used for is 200kg (440lbs). Mobility Scooters are not usually permitted on board, please check before booking. They may be left at the departure point at the owner's own risk. Due to space restrictions, we may not be able to accept walking frames, pushchairs or folding wheelchairs to store on board.

10. Groups of 10 or more may make a reservation for up to 30 days. Payment must be received within 30 days of the booking date. Any reservation made 8 weeks or less before the cruise date must be paid 30 days before the cruise date. We cannot reserve tickets less than 4 weeks before the cruise date. Your order is not confirmed until you have received your tickets.
11. All cruise duration times approximate, dependent on river/canal conditions and time spent going through locks.
12. A café service is available on board. A licensed bar may also be available on some Public Trips.
13. In conjunction with Public Trips we may arrange for the provision of the food and beverages ("the Food and Drink") as specified in accordance with the type of ticket purchased, or as ordered in advance at the same time as tickets are purchased.
14. You must make payment for any goods and services consumed aboard before disembarkation. Should payment not be received we will take any action necessary to pursue payment. We reserve the right to reclaim outstanding balances from credit or debit cards held on file in relation to your booking.

## Restrictions on passengers

15. The Community boats are a licensed premise and the crew operate a Challenge 25 scheme on all Public Trips where the bar is open.
16. Alcohol purchased on board may only be consumed by persons over the age of 18 years.
17. Under no circumstances may passengers bring or consume on board their own supply of alcohol.
18. Dogs are not permitted on the Vessel with the exception of guide dogs and assistance dogs.
19. No smoking is permitted at any time on any part of the Vessel, indoors or outdoors. This includes the use of electronic cigarettes.

## Required deadlines

20. You must be at the departure point for the Public Trip ("the Mooring Point") at least 15 minutes before the scheduled departure time for the Public Trip, in order to be boarded for that Trip. We will not be liable if you fail to meet this deadline, and we will not refund the cost of your Public Trip.

## Behaviour resulting in refusal to carry

21. We may decide to refuse to allow you on board to be included in the Public Trip if one or more of the following has happened or we reasonably believe may happen:
  - a. If carrying you may put the safety of the Vessel or the safety or health of any person in the Vessel in danger
  - b. If you are drunk or under the influence of drink or drugs
  - c. If your mental or physical state is a danger or risk to you, the Vessel or any person in it
  - d. If you have not obeyed our instructions relating to safety or security
  - e. If you have used threatening, abusive or insulting words towards us or our passengers
  - f. If you have behaved in a threatening, abusive, insulting or disorderly way towards us or our passengers
  - g. If you have deliberately interfered with us carrying out our duties
  - h. If you have put the safety of either the Vessel or any person in it in danger
  - i. If you have not paid for your Public Trip

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22. If you behave in any of the ways set out in clause 16 during the Public Trip, we may, as a result of your behaviour:
- Divert the Vessel to an unscheduled place of disembarkation;
  - Require you to leave the Vessel; and
  - Require you to pay us the reasonable and proper costs of the diversion.

## Your liabilities and responsibilities

23. We are not liable for damage to your baggage unless we caused the damage by our negligence. You are responsible for looking after and protecting your personal belongings, and for ensuring that your baggage:
- Does not block any areas on the Vessel that we may specify
  - Does not cause any damage (whether directly or indirectly) to other passengers and property, including to our property, the Vessel or us
24. It is your sole responsibility to:
- Abide by any safety or other directions that we give at any time
  - Ensure that any children or other persons in need of assistance or supervision who are accompanying you ("the Accompanying Persons") abide by the Directions
  - Ensure that any persons wishing to use the lift are assisted at all times by a suitably qualified carer
  - Ensure that you and the Accompanying Persons at all times act in a safe and reasonable manner whilst on the vessel and do not cause any nuisance, annoyance, danger or inconvenience to any other Customer or to us
25. You indemnify us against any liability whatsoever that we may incur towards any person or persons for any personal injury or death or loss or damage to any property caused directly or indirectly in whole or in part by you.

## Our liabilities

26. Except in the case of death or personal injury caused by our negligence, our liability in connection with the running of the Public Trip, whether arising in contract, debt, negligence, breach or statutory duty or otherwise, shall not exceed the sum of the cost of the tickets held for Public Trip.
27. An independent caterer supplies us with the Food to be provided to you during the Public Trip. Except in the case of death or personal injury caused by our negligence in direct relation to our handling or storage of the Food we are not liable for any harm, injury or illness caused by the Food. Allergy information is available by request by phone, or on board.
28. Should you have any cause for complaint during the trip, you must notify the Boatmaster before the end of the trip to allow crew the chance to rectify the situation if they are able. Complaints not notified will not be accepted after the trip.

## Changes, suspensions and cancellations

29. The Public Trips may be changed, suspended or discontinued at our discretion.
30. We may change or cancel schedules for the Public Trips without prior notice in the event of bad weather, flooding, drought, mechanical problems, or other circumstances beyond our control.
31. Public Trip departures are subject to the river and weather conditions being satisfactory at the time of sailing. If strong stream currents, wind, drought or any other adverse conditions beyond our control prevent a sailing taking place, or if adverse conditions prevent a vessel from collecting passengers from a venue our liability shall be no greater than the amount paid by the customer to us in respect of the Public Trip booking.

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32. We shall not be liable for damages suffered as a result of change, cancellation, or delay in the departure or arrival of the Vessel on the Public Trips.
33. If, after you pay for your Public Trip we have to cancel or make a significant change to the scheduled departure time of your Public Trip, and you find this change unacceptable, and we cannot book you on another Public Trip which you are able to accept, we will refund the purchase price of your Public Trip.
34. If you wish to reschedule or make a cancellation or change an order including food, tickets may be rescheduled (according to ticket availability) or cancelled up to two working days before the day of the trip. Cancellations are subject to a £12 administration fee.

## **Data Protection**

35. In order to process your booking, we collect and store personal data. Please read our Privacy Policy for more information on how we retain this. [BMKWEL Privacy Policy](#)

## **Gift Vouchers**

36. Gift vouchers can be redeemed against any pre-booked ticket or Food Order, booked via our website, box office or booking line for both the John Bunyan and Electra community boats.
37. Vouchers cannot be accepted in lieu of a valid ticket on board.
38. Vouchers cannot be exchanged for food and drink on board at the galley.
39. The voucher is valid for 12 months from the date of purchase. They are non-transferable and can be used as part or full payment. No change will be given. Any remaining balance can be left on the card and spent on future ticket purchases.
40. We cannot refund or replace any expired vouchers and they cannot be exchanged for cash.
41. All bookings are subject to availability.