

## Terms & Conditions for Electra Public Trips and Private Charters

The online Booking of a Public Trip or Private Charter ticket for a Cruise on Electra is made by You (The Customer), with Us (Bedford & Milton Keynes Waterway Enterprises Ltd (BMKWEL), a wholly-owned subsidiary of the Bedford & Milton Keynes Waterway Trust).

### Booking terms for Public Trips and Private Charters booked online

1. Tickets must be booked online in advance and shown when boarding.
2. Cruise times are approximate and depend on canal conditions on the day.
3. Bookings must respect the following limits, which are set for safety reasons:
  - a) The maximum number of passengers permitted on board is 12.
  - b) Children aged 0-17 are included in this count and must always be accompanied by a suitable number of adults who are responsible at all times for their safety and behaviour.
  - c) An experienced carer must accompany adults with special behavioural needs.
  - d) Wheelchair users must either be able to manoeuvre independently or be accompanied by a suitably qualified carer. (Note: Each wheelchair/ walking frame user occupies two passenger spaces and therefore reduces by one the total passenger numbers possible on board.)
  - e) Wheelchairs brought on board must be a maximum 700mm wide x 1000mm deep, and wheelchair plus user must be within the lift weight limit (400kg).
4. Purchases at the small Galley Bar on board can only be made by debit/credit card (no cash).
5. All pre-ordered food items must be selected and notified at the time of Booking.
6. Only guide dogs and assistance dogs are allowed on board.
7. Due to space restrictions, we cannot accept on board, or at the boarding point, any pushchairs, scooters, folding wheelchairs or mobility scooters, or bulky bags
8. You will be asked to provide proof for any discounts that you are claiming for the Booking.
9. Terms & Conditions for the use of Gift Vouchers are supplied with the Voucher.
10. We collect and store personal data from your Booking in order to process your Booking. Our Privacy Policy is available at [www.bmkwaterway.org](http://www.bmkwaterway.org)
11. By paying for this Booking, You are deemed to have read and accepted these Terms and Conditions and ensured that all members of your group are aware of them.

### Additional Booking Terms for Public Trips booked online

12. A free Under-Two ticket must be booked for each baby or toddler under the age of two.
13. The maximum number of wheelchair/walking frames per Public Trip is two.
14. A free wheelchair ticket must be booked in addition to the user's cruise ticket.
15. Child (2-17) and Family (2 adults/2 children or 1 adult/3 children) discounted tickets are available on selected Public Trips.
16. Exceptionally, Walk-On Tickets may be available for purchase on board on specified Cruises.
17. Tickets are not refundable or transferable to other dates.

### Additional Booking Terms For Private Charters booked online

18. Bookings are composed of the Hire Fee plus the Catering Fee for pre-ordered food items.
19. You must be over 18 to book a Private Charter.
20. Electra is a quiet boat and no live or recorded music can be played on board.
21. You may put up simple decorations and bring a celebration cake, but note that the following are not permitted: confetti, dry ice, smoke/bubble machines, candles, sparklers, fireworks or similar.
22. The maximum number of wheelchair/walking frames per Private Charter is 4.
23. The number of guests and wheelchairs/walking frames must be notified as part of the Booking.
24. If You cancel a Private Charter with at least four full weeks' notice, a refund of the Booking will be made, but We will not be liable for any consequential losses incurred by You.

### **Rules that apply on Public Trips and Private Charters for the comfort and safety of all**

25. You must arrive at the Boarding Point 10 minutes before departure time, so there is time to board safely and your Cruise can leave on time. We will not be liable if you miss this deadline.
26. You must board and depart quietly with respect for neighbouring properties or boats.
27. At all times you and all members of your group must follow the instructions of the crew (Skipper and Cabin Host).
28. At all times you and all members of your group must behave in a safe and reasonable way and not cause nuisance, annoyance, danger or inconvenience to any other person.
29. Only food and drink ordered at the time of booking, or purchased on board, may be consumed during the Cruise.
30. A "Challenge 25" policy is operated for alcohol and I.D. may be requested on purchasing.
31. We reserve the right to close the bar at any time deemed desirable by the Skipper.
32. No smoking or vaping is allowed anywhere on board or at the boarding point.
33. At the end of your Cruise, you must leave the boat within 10 minutes, taking all your personal belongings and rubbish. We take no responsibility for any items left on board.
34. If You have any cause for complaint during the Cruise, you must tell the crew to let them rectify the situation if they are able to do so at the time. If not, they will refer the issue to the Bookings Manager. Complaints not notified during the cruise will not be accepted after the cruise.

### **Cancellation by Us**

35. The Skipper is in charge of the boat at all times and there may be occasions when, for safety reasons, the Skipper may cancel the Public Trip or Private Charter, for example, due to bad weather, disruption to the canal or mechanical failure on the boat. If the Cruise is cancelled in advance by Us for any reason, an alternative Cruise will be offered or a full refund made of all Fees paid. We will not be liable for any consequential losses incurred by You.
36. In the event of accidents, incidents, or behaviour which puts the safety of the boat or those on board at risk during a Cruise, the Skipper has the authority to stop the Cruise, call emergency services, or offload passengers and crew. In such circumstances, no refunds will be made.

### **Liabilities and Responsibilities**

37. You are liable to repay Us for any damage caused directly or indirectly by you, or members of your group, to crew, passengers and property. Should you or members of your group, cause excessive littering or untidiness aboard you will be responsible for associated cleaning costs.
38. You indemnify Us against any liability whatsoever that we may incur towards any person/s for any personal injury or death or loss or damage to any property caused directly or indirectly in whole or in part by You.
39. We are not liable for any harm, injury or illness caused by the food, except in the case of death or personal injury caused by our negligence in direct relation to our handling or storage of food provided as part of your Public Trip or Private Charter.
40. Except in the case of death or personal injury caused by our negligence, our liability in connection with the running of a Public Trip or Private Charter, whether arising in contract, debt, negligence, breach or statutory duty or otherwise, shall not exceed the sum paid by You for your Public Trip or Private Charter.
41. These Terms and Conditions and any dispute arising out of them shall be governed by English Law.