

## Terms and Conditions for John Bunyan Boat Public Trips

The Booking of a Public Trip ticket for a Cruise on John Bunyan Community Boat 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 booked online and by phone

1. Tickets must be booked online in advance no less than 36 hours before departure date and shown when boarding.
2. Walk on passengers are permitted, only when unsold seats are available on the day of the cruise 15 minutes before the scheduled cruise time or cruise is sold with advanced booking of seats.
3. **Family** (as in Family ticket) is 2 adults or concessions and 2 children or 1 adult/3 children
4. **Adult** is a person between 16 and 64, **Concession** is a person aged 65 or over, a student, or a person with disabilities; document proof of concession status will be asked for when boarding. **Baby** is an infant under 1 year old and a **Toddler** is an infant between 1 year and under 4.
5. Concession, Child and Family discounted tickets are available on selected Public Trips.
6. Toddlers require a zero priced child ticket, which must be booked for each toddler under the age of four at the time of booking when available.
7. Cruise times are approximate and depend on river conditions on the day.
8. Bookings must respect the following limits, which are set for safety reasons:
  - a) The John Bunyan Community boat is licensed to carry a maximum of 50 of passengers on board. Unless other restrictions such as Government rules are required to be enforced during the cruising season.
  - b) **“Babies”** do not require a ticket, but must be included when passengers are counted on-board but are not included in the maximum allowable passengers
  - c) **“Toddler”** requires a valid ticket and are included in the maximum allowable passengers
  - d) **“Children”** require a child ticket and are included in this count. Must always be accompanied by an adult who is responsible at all times for their safety and behaviour
  - e) Adults with special behavioural needs must be accompanied by an experienced carer.
  - f) Up to 4 wheelchairs can be accommodated on most public cruises, however only 2 can be accommodated on a Public Music cruise due to space restrictions. We are currently unable to accommodate any wheelchairs on our Anchor Lunch cruise due to use of a coach for the outward or return journey. A **“Free”** wheelchair ticket must be booked in addition to the user’s cruise ticket. If a wheelchair ticket is no longer required, inform us immediately
  - g) Wheelchair users must either be able to manoeuvre independently or be accompanied by a suitably qualified carer. Mobility scooters are not permitted on board.
  - h) For wheelchairs brought on board and customers with limited mobility or visual impairment the boat is equipped with a lift. Wheelchairs or mobility aids must be not greater than the maximum 1190mm wide x 900m deep, and the combined maximum weight limit is (200kg), The above dimensions are the maximum allowed for wheelchair and customer, Wheelchair nor passenger can overhang the above dimensions
9. You will be asked to provide proof for any concessionary discounts that you are claiming for the booking when boarding.
10. A café service is available on board and a licensed bar may also be available on Public Trips, licensing hours are displayed on board with regard to opening hours.
11. All pre-ordered food items must be selected and notified at the time of Booking.
12. Only guide dogs and assistance dogs are allowed on board.
13. Under no circumstances may passengers bring or consume on board their own supply of alcohol.
14. The John Bunyan boat is a licensed premise and the crew operate a Challenge 25 scheme on all Public Trips when the bar is open for the purchase of alcohol. I.D. may be requested for any alcoholic purchasing.
15. Alcohol purchased on board may only be consumed by persons over the age of 18 years.

16. 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.
17. Terms & Conditions for the use of Gift Vouchers are supplied with the Voucher.
18. Groups of 10 or more may make a reservation for up to 30 days. Payment in full must be received within 30 days of the booking date. Any reservation made 8 weeks or less before the cruise date must be paid in full 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.
19. 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.
20. Tickets are not refundable or transferable to other dates.

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

21. You must arrive at the Boarding Point 15 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.
22. You must board and depart quietly with respect for neighbouring properties or boats.
23. At all times You and all members of your group must follow the instructions of the crew (Boat Master, Helm, Purser, Deckhand and Cabin crew).
24. 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.
25. The John Bunyan will not tolerance customers that; - endangering life, damage to the vessel, safety of the vessel, threatening, abusive, insulting, or disorderly way will be refused boarding or if underway will be asked to leave the vessel and emergency services notified.
26. Purchases from the Galley Bar / Café, our preference is that purchases are made by debit/credit card, but cash may be used for any onboard purchases.
27. Only food and drink ordered at the time of booking, or purchased on board, may be consumed during the Cruise.
28. We reserve the right to close the bar at any time deemed desirable by the Purser or Boat Master.
29. No smoking or vaping is allowed anywhere on board or at the boarding point.
30. Due to space restrictions, we cannot accept on board, or at the boarding point, any pushchairs, scooters, folding wheelchairs, mobility scooters, or bulky bags.
31. At the end of your Cruise, you must leave the boat within 15 minutes, taking all your personal belongings. We take no responsibility for any items left on board.

### **Cancellation by Us**

32. The Public Trips may be changed, suspended or discontinued at our discretion.
33. The Boat Master is in charge of the boat at all times and there may be occasions when for safety reasons the Boat Master may cancel the cruise, for example, due to bad weather, river conditions (high river level / high flow rate) disruption to the river 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.
34. 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 Boat Master 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

35. It is your sole responsibility to:
  - a. Abide by any safety or other directions that we give at any time
  - b. Ensure that any children or other persons in need of assistance or supervision who are accompanying you (“the Accompanying Persons”) abide by the Directions
  - c. Ensure that any persons wishing to use the lift are assisted at all times by a suitably qualified carer / adult
  - d. 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
36. 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.
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. An independent caterer supplies us with the Food to be provided to you during the Public Trip. 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.
39. 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.
40. 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. Complaints not notified will not be accepted after the cruise.
41. These Terms and Conditions and any dispute arising out of them shall be governed by English Law.

## Gift Vouchers

42. Gift vouchers can be redeemed against any pre-booked ticket or Food Order, booked via our website, box office or booking phone line.
43. Vouchers cannot be accepted in lieu of a valid ticket on board, exchanged for food and drink on board at the galley.

## Data Protection

44. 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)