

## Terms & Conditions for Electra Public Cruise and Private Charter Bookings

This booking is made by the purchaser (You/Your) with Bedford & Milton Keynes Waterway Enterprises Ltd, a wholly-owned subsidiary of Bedford & Milton Keynes Waterway Trust (We/Us/Our). Personal data from your booking is collected and stored by Us in order to process your booking. Our Privacy Policy is available at [www.bmkwaterway.org](http://www.bmkwaterway.org)

By accepting these Terms and Conditions You are deemed to have read them and agreed to ensure that everyone in Your booking will comply with them.

1. You agree that You will comply with all the instructions and reminders for your cruise included in Your booking confirmation.
2. You will ensure that all children under 18 are accompanied by adults who are responsible at all times for their safety and behaviour (max 3 children per adult) and that each adult with special behavioural needs is accompanied by an experienced carer.
3. You will book a wheelchair ticket for each wheelchair/sit-on Zimmer user (maximum two on public cruises, four on private charters). The wheelchair can be max 700mm wide/1000mm deep, and wheelchair plus user max 400kg. Two or more wheelchairs reduce the max number of guests on board from 12 to 11.
4. At all times during your cruise You must follow the instructions of the crew (Skipper and Cabin Host) and behave in a safe and reasonable way, not causing nuisance, annoyance, danger or inconvenience to any other person.
5. If You have any cause for complaint during the cruise, You must tell the crew so that they can deal with the issue 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 afterwards.
6. Cruise duration is approximate, given canal conditions on the day. Cruises depart within 10 minutes of the time stated on Your ticket. At the end of your cruise, You must leave the boat within 10 minutes of mooring. We take no responsibility for any items left on board.
7. You can update, transfer or cancel Your booking, free of charge, up to 7 days in advance of the trip date (for public cruises) or 21 days (for private charters). In these cases a full refund is given. After these times no further changes, transfers or cancellations can be made.
8. There may be occasions when, for safety reasons, the Skipper in charge of the boat must cancel the cruise in advance, for example, due to bad weather, canal disruption, or boat failure. In all these cases an alternative cruise will be offered or a full refund is given of fees paid.
9. If during any cruise any accident, incident, or behaviour occurs which puts the safety of the boat or people at risk, the Skipper may stop the cruise, call emergency services, close the Café Bar, or offload passengers and crew. In such instances, refunds are at Our discretion, depending on the circumstances involved.
10. 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.
11. Except in the case of death or personal injury caused by Our negligence, Our liability in connection with the running of a public cruise or private charter shall not exceed the sum paid by You for Your booking. Our liability for death or personal injury caused by Our negligence is limited to a maximum of £5 million.
12. These Terms and Conditions and any dispute arising out of them shall be governed by English Law.