

Terms & Conditions for Electra Public Cruise and Private Charter Bookings

These Terms and Conditions and any dispute arising out of them shall be governed by English Law.

The 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. By accepting these Terms and Conditions when you book. You are deemed to have read them and agreed that everyone in Your booking will comply.

Safety and comfort on board

1. **You will comply with the instructions** and reminders for your cruise set out in Your booking email.
2. **You will follow the instructions of the crew** at all times during your cruise and behave in a safe and reasonable way, not causing nuisance, annoyance, danger or inconvenience to other people.
3. **Children under 18** must be accompanied by adults who are responsible for their safety and behaviour (max. 3 children per adult, except on school/youth cruise where the ratio is 5 per adult).
4. **Each adult with special needs** must be accompanied by a carer with a ticket.
5. **Restrictions** No smoking or vaping on or by the boat. No naked flames, no bulky bags or kit, no music. Only card payment, only guide-dogs/assistance dogs, only food/drink ordered from Us.

Access to the boat

6. **Cruise timings** Cruises depart on time with max. 10 mins delay. Cruise duration is approximate, depending on canal conditions. You must leave the boat within 10 minutes of mooring.
7. **The access lift** is only available on cruises where there is an electric charging point at the start and end of the cruise. A maximum of two Lift Users are permitted on these cruises.
8. **Lift User Tickets** On public cruises You must book a Lift User Ticket for each person who is bringing a wheelchair/rollator on board, or cannot use the boat stairs. Private Charter and Private Charter Whole Boat Tickets let you book up to two Lift Users.
9. **Wheelchair/rollator size** Max. 700mm wide/1000mm deep. Total max. weight with user 400kg.

Cancellations and complaints

10. **You can update, transfer or cancel Your booking** free of charge up to 7 days in advance of the cruises date (public cruises) or 21 days (private charters). In these cases a full refund is given. After these times no further changes, transfers or cancellations can be made by you.
11. **Cancellation by us** 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 given of all fees paid.
12. **Complaints** 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 can at the time. If not, they will refer the issue to the Bookings Team. Complaints which are not notified during the cruise will not be accepted afterwards.
13. **Cruising issues** If during any cruise any accident, incident, or behaviour occurs which puts the boat or people at risk, the Skipper may stop the cruise, call emergency services, close the Café Bar, or offload guests and crew. In such instances, refunds are at Our discretion depending on events.

Liability

14. **Your liability** 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.
15. **Our liability** We take no responsibility for any items left on board. 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.