

## **General and Booking Terms & Conditions**

Please read this carefully because it sets out the terms of a legally binding agreement between you and Scudamore's. By making a booking reservation you confirm that you have read and agreed to these terms.

The boat hire and tours operator known as Scudamore's ('we', 'us' and 'our') and situated at three punt stations within Cambridge (the 'premises') is owned by Scudamores Punting Company Ltd.

All persons making a booking reservation for our boat hire or tours services (the 'services') in advance or making on-the-day ticket purchases for our services at our premises ('customers', 'you', 'your' and 'yours') and / or visiting our premises ('visitors') and / or using our services ('participants') are subject to the following Terms and Conditions.

By making a booking reservation (either by advance pre-booking or on-the-day ticket purchase) and / or visiting our premises and / or using our services you confirm to Scudamore's that you accept these provisions.

### **1. General Information**

#### **1.1 Availability**

All of our services are subject to availability.

#### **1.2 Prices**

1.2.1 Where prices vary according to customer age, the following provisions apply:-

1.2.1.1 a person aged 18 years or older is an adult

1.2.1.2 a person aged 60 or older is a concession

1.2.1.3 a person aged 4 to 17 is a child

1.2.1.4 for children under 4 years no admission fee will be charged

1.2.2 The price of our services may vary from time to time, the prices advertised are not guaranteed and are subject to availability at the time of reservation.

1.2.3 From time to time we may offer some of our services under promotional offers but such promotional offers will be available subject to any specific terms and conditions particular to each.

1.2.4 All prices include VAT charged at the current rate unless stated otherwise.

#### **1.3 Boat capacities**

The maximum boat capacity of persons per craft is given to you when your booking reservation is made and compliance with that capacity is strict.

## 1.4 Payment options

- 1.4.1 All customers: we accept most major debit and credit cards, including Amex.
- 1.4.2 Pre-booking customers: in addition to cards we also accept payment by cheque (made out to 'Scudamores Punting Company Ltd') and bank transfer. Please contact us to arrange payment by bank transfer.
- 1.4.3 Invoicing is available to corporate credit account customers only. Please contact us for further details.

## 1.5 Refunds

All refunds are at the discretion of the Scudamore's Management Team.

## 1.6 Currency

- 1.6.1 Offline purchases: we accept payment in GBP (£).
- 1.6.2 Website purchases: as well GBP (£) we accept payment in other currencies including USD (\$) and EUR (€). The exchange rate for other currencies is set by WorldPay and updated every day at midnight. Any agreed refunds, subject to our Terms & Conditions, occur in the purchase currency and at the same exchange rate of the original purchase.

## 1.7 Children

Visitors and participants aged 15 and under must be accompanied by an adult aged 18 years or older.

## 1.8 Clothing

- 1.8.1 It is the responsibility of all visitors and participants to ensure they are dressed appropriately. We advise participants to wear clothing suitable for the activity of boating and the weather conditions which they do not mind getting damaged. In particular, participants need to ensure they have the correct footwear, which is non-slip, stable, can't fall off easily and offers protection to the toes and heel. We do not recommend boating in bare feet or wearing sandals, flip-flops, slip-on, leather-soled or high heel shoes.
- 1.8.2 Scudamore's will not be responsible for any damage to or loss of clothing or other personal items of visitors or participants.

## 1.9 Health & Safety

From time to time our staff may draw visitors' and participants' attention to certain health and safety procedures to which they must adhere.

## 1.10 Security

Visitors and participants must keep their personal belongings with them at all times and Scudamore's accepts no responsibility for loss, theft or damage to any personal belongings brought onto the premises or our boats.

## 1.11 Our obligations

We will use our reasonable endeavours to be open and operational during published opening hours but reserve the right to close our operation without notice on any given day, whether for safety or any other reason. In the event of such closure, any pre-bookings made or on-the-day tickets issued for redemption only on the day of closure will be exchanged or refunded at the price paid for them, but no further compensation will be paid.

## 1.12 Your obligations

These Terms and Conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Terms and Conditions.

## **2. Booking Reservation Information**

### 2.1 Confirmation

- 2.1.1 We accept booking reservations online, by phone, email and in person.
- 2.1.2 We require full payment to confirm your booking unless you are a credit account customer.
- 2.1.3 No booking shall be deemed to have been accepted unless accepted in writing by Scudamore's (which shall include our email confirmation of booking).
- 2.1.4 You must advise Scudamore's as soon as possible of any mistake in our written confirmation.
- 2.1.5 Scudamore's shall use its reasonable endeavours to ensure that you and / or your party's participation commences at the time booked and it shall be the responsibility of each participant to ensure that they arrive in sufficient time. Late arrivals may not be permitted to undertake the activities booked and no refunds or compensation will be payable in such circumstances.

### 2.2 Altering a time and / or date

- 2.2.1 Self-hire and tours: amendments can be made up to 1 hour before the booking, either online, in-person at our premises or by calling us on 01223 359750. Charges will apply if a more expensive date / time is chosen and no refund will apply if a less expensive alternative is chosen.

2.2.2 Food and drink orders: amendments can be made up to 48 hours before the booking by calling us on 01223 359750.

2.2.3 All change requests are subject to availability.

### 2.3 Altering numbers / quantities

2.3.1 All booking types: alterations can be made up to 48 hours in advance, by calling us on 01223 359750. Where number / quantities are increased any additional payment is due at the time of the alteration and where they are decreased a refund will be made, subject to any minimum charges.

2.3.2 All change requests are subject to availability.

### 2.4 Cancellations

2.4.1 Self-hire and tours: any cancellations must be made at least 48 hours in advance to ensure a full refund minus an administration fee of 30% of the booking cost up to a maximum of £50 + VAT. We are unable to offer refunds after this time, except in cases of dangerous conditions (see Clause 2.6 below).

2.4.2 Food and drink orders: any cancellations must be made at least 48 hours in advance to ensure a full refund of the cost any food and drink. We are unable to offer refunds after this time, even in cases of dangerous conditions.

2.4.4 Scudamore's shall be entitled to cancel your booking at any time. In the event that we decide to cancel your booking we shall use our reasonable endeavours to notify you as soon as possible. In such an event you shall be entitled to a full refund but no other compensation will be payable.

### 2.5 Non-appearance

Any group failing to show up without giving prior notice will be deemed to have taken their booking and will not be eligible for a refund. Credit account customers will be invoiced for the full value of the booking.

### 2.6 Dangerous conditions

2.6.1 Self-hire and tours: if dangerous conditions force us to cancel your booking we will offer you the choice of a full refund of any monies paid or a rescheduling of your booking for another occasion. No other compensation will be payable.

2.6.2 Food and drink: we are not able to refund food and drink orders within 48 hours of a booking even if we are forced to cancel because of dangerous conditions.

2.6.3 Our decision is final as to what constitutes dangerous conditions. Non-exhaustive examples may include excessively low or high temperatures, strong river flow or high winds.

### 2.7 Product withdrawal

We reserve the right to withdraw products at any time without prior notice. In such an event, customers with unfulfilled bookings will be offered the choice of either taking an alternative product of the same or greater value or of receiving a full refund. No other compensation will be payable.

### **3. Miscellaneous Information**

#### **3.1 Errors or omissions**

Any typographical, clerical or other error or omission in any booking confirmation or other documentation issued by Scudamore's (including any electronic documentation) shall be subject to correction without any liability on the part of Scudamore's.

#### **3.2 Variation**

No variation to these Terms and Conditions shall be binding unless agreed in writing by Scudamore's.

#### **3.3 Liabilities**

3.3.1 Except as otherwise provided in these Terms and Conditions Scudamore's shall not be responsible for the loss or damage of, or to, any property or to any person arising from the booking of, purchasing of, or participation in, the activities associated with our services.

3.3.2 Except as otherwise provided in these Terms and Conditions any liability of Scudamore's shall be limited to the refund of any charges paid to Scudamore's.

3.3.3 Nothing contained in these Terms and Conditions is intended to nor shall limit the liability of Scudamore's in respect of death or personal injury caused by the negligence of Scudamore's or of its employees, agents or contractors.

#### **3.4 Other**

3.4.1 If any of these terms is determined to be illegal, invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.

3.4.2 Nothing above shall confer on any third party any benefit or the right to enforce any of these Terms and Conditions.

3.4.3 These Terms and Conditions are governed by English law and the courts of England and Wales will have exclusive jurisdiction in respect of any dispute.