

TERMS AND CONDITIONS OF BUSINESS

"We", "Us" and "Our" refer to Oxford River Cruises Ltd and its employees

"You" and "Your" refer to any person who holds a valid booking for a Booked Trip

"The Vessel" means the boat (or boats) utilised by us for the Booked Trips

The Booked Trips

1. We are in the business of running scheduled riverboat trips and private hiring of the Vessel for private pre-arranged trips ("the Booked Trip" or "the Booked Trips")
2. In conjunction with the Booked Trips we will arrange for the provision of the food and beverages ("the Food and Drink") as specified in accordance with the type of ticket purchased.
3. We will only carry you if you hold a valid booking confirmation appropriate for the specific Booked Trip.

Restrictions on passengers

4. At our sole discretion we may decide not to carry:
 - a) unaccompanied children;
 - b) pregnant women in the last trimester of pregnancy;
 - c) passengers who are ill; or
 - d) passengers who are disabled, have limited mobility or need special help if suitable arrangements to carry them have not been made at least 30 minutes before the scheduled departure time for the Booked Trip
5. The only animals allowed onto the Vessel are guide dogs accompanying disabled passengers

Required deadlines

6. You must be at the departure point for the Booked Trip ("the Mooring Point") at least 10 minutes before the scheduled departure time for the Booked Trip. We will not be liable if you fail to meet this deadline, and we will not refund the cost of the Booked Trip.

Baggage

7. You must not take any baggage or other item onto the Vessel if we tell you that we reasonably believe that its presence there would affect the safety and security of the Vessel or any person in it.
8. You may not take more than a reasonable amount of baggage onto the Vessel, and we have sole discretion in determining what is a reasonable amount.

Behaviour resulting in refusal to carry

9. We may decide to refuse to allow you on board to be included in the Booked Trip if one or more of the following has happened or we reasonably believe may happen:
 - a) If carrying you may put the safety of the Vessel or the safety or health of any person in the Vessel in danger
 - b) If you are drunk or under the influence of drink or drugs
 - c) If your mental or physical state is a danger or risk to you, the Vessel or any person in it
 - d) If you have not obeyed our instructions relating to safety or security
 - e) If you have used threatening, abusive or insulting words towards us or our passengers
 - f) If you have behaved in a threatening, abusive, insulting or disorderly way towards us or our passengers
 - g) If you have deliberately interfered with us carrying out our duties
 - h) If you have put the safety of either the Vessel or any person in it in danger
 - i) If you have not presented a valid booking confirmation
 - j) If you have not paid for your Booked Trip

10. If you behave in any of the ways set out in clause 6 above during the Booked Trip, we may, as a result of your behaviour:
 - a) divert the Vessel to an unscheduled place of disembarkment;
 - b) require you to leave the Vessel; and
 - c) you must pay us the reasonable and proper costs of the diversion.

Your liabilities and responsibilities

11. We are not liable for damage to your baggage unless we caused the damage by our negligence. You are responsible for looking after and protecting your personal belongings, and for ensuring that your baggage:
 - a) does not block any areas on the Vessel that we may specify,

- b) does not cause any damage (whether directly or indirectly) to other passengers and property, including to our property, the Vessel or us

12. You are liable to repay us for any damage caused directly or indirectly by you or your baggage to other passengers and property, including to our property, the Vessel or us. Should you, or members of your party cause excessive littering or other untidiness aboard you will be responsible for the associated cleaning costs.

13. It is your sole responsibility to:
 - a) abide by any safety or other directions that we give at any time ("the Directions").
 - 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 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.

14. You indemnify us against any liability whatsoever that we may incur towards any person or persons for any personal injury or death or loss or damage to any property caused directly or indirectly in whole or in part by you.

Our liabilities

15. Except in the case of death or personal injury caused by our negligence, our liability in connection with the running of the Booked Trips, whether arising in contract, debt, negligence, breach or statutory duty or otherwise, shall not exceed the sum of the cost of the Booked Trip.
16. An independent caterer will supply us with the Food and Drink to be provided to you during the Booked Trip. Except in the case of death or personal injury caused by our negligence in direct relation to our handling or storage of the Food and Drink we are not liable for any harm, injury or illness caused by the Food and Drink.

Changes, suspensions and cancellations

17. We may change or cancel schedules for the Booked Trips without prior notice in the event of bad weather, mechanical problems, industrial disputes or other circumstances beyond our control. We do not undertake that services will depart or arrive at the scheduled times or be operated by the scheduled vessels. The Booked Trips may be changed, suspended or discontinued at our discretion. We shall not be liable for damages suffered as a result of change, cancellation, or delay in the departure or arrival of the Vessel on the Booked Trips.
18. Booked Trips are subject to the river and weather conditions being satisfactory at the time of sailing. If strong stream, wind, drought or any other adverse conditions beyond our control prevent a sailing taking place, the vessel would remain moored for the duration of the Booked Trip. If adverse conditions prevent a vessel from collecting passengers from a venue our liability shall be no greater than the amount paid by the customer to us in respect of the booking.

19. If, after you pay for your trip we make a significant change to the scheduled departure time of your Booked Trip, and you find this change unacceptable and we cannot book you on another Booked Trip which you are able to accept we will refund the purchase price of your trip. We may make reasonable changes to the embarkation and disembarkation points of your Booked Trip and will provide you with suitable notice of such a change.

20. If you wish to make a cancellation the cancellation shall not be effective until written notice thereof has been delivered to our office. Clients whose cancellation is received more than 14 days before the date of the Booked Trip will forfeit their deposit. Clients whose cancellation is received within 14 days of the Booked Trip will forfeit the full fee for the Booked Trip and services. At our discretion we may offer to reschedule your trip. Clause 18 does not apply to changes or cancellations to trips rescheduled as a result of a cancellation by the client and no compensation or refund will be given if the rescheduled trip does not take place.

Subcontracting

21. We may engage the services of external suppliers and / or subcontractors to operate / supply some or all of the elements of your Booked Trip. In addition to the terms and conditions listed here you must also comply with any terms and conditions stipulated by the operating company or organisation. At all times you must comply with instructions given to you by your skipper and members of the crew.

Payment for additional services.

22. 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 you booking.