

YOUR CONTRACT

Oxford River Cruises is the trading name of Giles Dobson and your contract is with Giles Dobson T/A Oxford River Cruises (hereafter referred to as Oxford River Cruises).

These terms relate specifically to the hire of self drive vessels and are applied in addition to Oxford River Cruises usual terms of service which are advertised on our website and available to view on request.

Liabilities

1. Oxford River Cruises will not be liable for any loss or damage caused to the boat or injury or death caused to the hirer or other participants (your crew/ fellow hirers) except where it results from an intentional or negligent act or omission by Oxford River Cruises or its staff.
2. When signing our Hire Agreement you agree that, as you are the skipper, you accept responsibility for the safety of the boat and all on board and will comply with all Thames navigation rules, regulations and byelaws.

Weather Conditions

3. If in Oxford River Cruises opinion, weather conditions, safety or any other consideration renders the hire imprudent, the decision is final.

Vessel Change

4. If Oxford River Cruises changes vessels, due to any vessel becoming unsuitable, for any reason whatsoever, this in no way affects the validity of the booking and the Terms and Conditions stated herein remain good.

Insurance

5. Oxford River Cruises is insured for vessel hire. However peoples' needs vary. Oxford River Cruises advises hirers to obtain their own insurance for accidents onboard, or any other reason the hirer considers prudent for his personal life style or well being. The hirer agrees that Oxford River Cruises insurance policies are adequate and the policy is available, on request, for inspection.

Disclaimer

6. No liability is accepted for any hirer while on Oxford River Cruises grounds, in any of Oxford River Cruises properties, on ladders, pontoons or vessels and all hirers participate in any aspect of the trip at their own risk.

Breakages or Damages

7. Any breakages or damage must immediately be notified to the skipper or a member of staff for safety. A hirer shall be liable for any loss or damage to Oxford River Cruises or vessel's equipment, up to and including the first £250 of any claim.

Litter

8. Oxford River Cruises operates a zero tolerance policy towards littering. Should litter (or any other pollutant) be deliberately or carelessly discarded by a hirer either in to the river or the surrounding area the hirer's deposit will be forfeited.

Termination and Repossession

9. Should it come to Oxford River Cruises attention that a hirer is likely to commit a serious breach of any of these conditions or place the vessel or it's passengers in any jeopardy, Oxford River Cruises may forthwith terminate the agreement and take whatever steps necessary to remove the hirer from the vessel.

Such termination and the taking of the possession shall be without prejudice to any rights and remedies, which may have accrued to Oxford River Cruises prior to the date of or by reason of such breach. Oxford River Cruises shall, in these circumstances have no liability for the unexpired part of the hire.

Dispute

10. In the event of a dispute not being settled by mutual agreement, it is agreed that the President of the British Law Society shall elect an Arbitrator whose decision shall be final. It is further agreed all agreements shall be governed by British Law, even when the dispute occurs outside British territorial waters.

