

# Terms & Conditions

1. **Booking**  
Your holiday will only be confirmed once we receive a completed and signed booking form and 30% deposit. Options can only be held for 48 hours.
2. **Payment of balance**  
The balance of the hire charge must be paid 6 weeks before the cruise start date. If payment is not received by this time, we reserve the right to cancel your holiday and retain your deposit.  
Please note; booking payments through agents are held by the agent on behalf of the hirer until booking confirmation is received from us.  
Thereafter, payments held by the agent are on behalf of us. We are not able to accept responsibility for payments made to agents, but not actually received by us.
3. **Conditions of hire**  
Hirers must be over the age of 18 years, with exception of cruising in Ireland where hirers must be over the age of 21 years.  
The minimum number of people required to hire a boat is 2.
4. **Cancellation**  
To cancel your cruise we will require written confirmation from the party leader. The postmark date is the date on which the cancellation becomes effective.  

Up to 6 weeks before departure	Loss of deposit
Less than 6 weeks before departure	Loss of full balance

If you have taken our cancellation insurance and the reason for the cancellation is within the scope of the insurance, then the deposit or balance of the hire may be reclaimed from Travel & Personal Underwriters Ltd.  
We reserve the right in any circumstances to cancel your holiday. However, we will not cancel your holiday less than 8 weeks before your departure date, except for reasons beyond our control, or the failure by you to pay the final balance.  
If we are unable to provide your booked holiday, you will receive a full refund of all the monies paid by you or the offer of an alternative holiday of a comparable standard.  
**Cancellation insurance**  
This is to guarantee the insured the repayment of the cancellation expenses, which would have been due to the company in accordance with the cancellation conditions.  
The insurance is valid if the hirer cancels the booking before departure for one of the following reasons:  
Serious illness, serious accident, death of the insured, of his/her spouse, of any near relative (father, mother, sister, brother, child).  
Major damage to main residence, involuntary loss of employment, professional transfer, jury service.  
This guarantee covers all members of the crew included on the booking form.  
Cancellation for any of the above reasons should be made in writing to the company within 5 days of the incident accompanied by the relevant documents; notice of dismissal or redundancy, medical certificate, death certificate, legal order, etc.  
In the event of cancellation, the company will reimburse all amounts already paid, excluding the cancellation insurance premium and 85 Euros to cover administration costs.
5. **Holiday insurance**  
The Company is responsible for the insurance of the boat and its equipment, and the hirer's 3rd party liability as hirer of the boat.  
The Company's insurance does not cover the hirer's personal belongings. We strongly recommend that you take cancellation and personal holiday insurance.
6. **Security deposit/Damage waiver**  
Option 1: Security deposit – on arrival at your base, you will be asked to leave a security deposit which will only be retained if the boat is returned unduly dirty or damaged, or if any equipment has been lost, stolen or damaged.  
Option 2: Non-refundable damage waiver – you can choose to pay this and you will be fully covered in the event of any loss, accidental damage or 3rd party (negligence excepted).  
Please see Holiday extras for the cost of the above.
7. **Embarkation/Disembarkation and Cruising Route**  
Boat embarkation time is from 4pm on your start day and disembarkation must be by 9am on the return day.  
The Company reserve the right to make changes to the times/and or direction of the cruise. Minor changes will not entitle the hirer to cancel with a refund or compensation.
8. **If we change your boat**  
If we have to make a major change to your holiday we will offer you an alternative holiday to the same standard or a full refund of any monies paid. Should your chosen boat not be available to charter through no fault of Connoisseur, we will provide an alternative boat acceptable to the hirer. Alternatively we will refund the hirer the boat hire cost, and the hirer will have no further claim on the company.  
We strongly recommend you provide us with an emergency contact telephone number in case of any unexpected changes that need to be made to your holiday at short notice.  
The Company reserves the right to reverse the direction of the cruise for operational reasons beyond its control.
9. **If you change your holiday**  
Please refer to Cancellation and Modification fees in the table shown.
10. **Prices**  
The prices quoted in the brochure are based on costs, exchange rates, taxes and levies as known at Sept 2004. Connoisseur reserve the right to revise prices in the event of any substantial changes.
11. **Navigational Restrictions**  
Boats must cruise within their limits indicated in the documents supplied to the hirer from the start base.
12. **Restrictions or Interrupted Cruising**  
Connoisseur does not accept liability or give refunds in the event of cruising waters being restricted or cruising being interrupted due to events beyond the company's control.
13. **Accidents and Loss of Equipment**  
If the boat is involved in an accident of any nature, the hirer must immediately contact the base and complete an accident report form (found on board) and ask any other party involved to complete the same form. The hirer will not ask for any repairs to be carried out without Connoisseur's agreement. Should any equipment be lost, stolen or broken, the hirer must report this on return of the boat.
14. **Technical Assistance**  
Connoisseur has a breakdown service during normal working hours every day of the week. We will endeavour to attend and repair a breakdown or technical incident quickly and within the context of availability of materials and personnel. The hirer will have no claim against Connoisseur as a result of grounding, breakdown or failure of the boat. When such breakdown or failure is negligence of the hirer the company will have the right to recover from the hirer the expenses incurred in rectifying the matter.
15. **Return of the boat**  
The boat must be returned by 9am on your final day. Late returns will incur an abandonment fee of 500 Euros. Should extra cleaning be necessary we will charge 50-100 Euros.
16. **Fuel Charges**  
On collection from the base, your boat will have a full tank of fuel. A fuel deposit will be taken and the current engine hours on your boat noted. At the end of your holiday the staff will calculate how many engine hours you have used and charge you per engine hour.
17. **Unsuitable hirers**  
We reserve the right to refuse to hand over or to repossess the boat from any hirer who, in the opinion of the company is not suitable to take charge. In such case, the company will refund the boat hire charge and its liability to the hirer will cease.
18. **Boat Descriptions**  
Boat layout plans, specifications and illustrations in the brochure are general guidance. Some models within boat classes have minor variations.
19. **Force Majeure**  
We regret we cannot accept responsibility for or pay any compensation where performance or prompt performance of our contact with you is prevented or affected by reason of circumstances amounting to 'Force Majeure'. Such circumstances include: the destruction or damage of your boat through fire, flood, explosion, storm or weather damage; accidental damage; criminal damage or any other force outside of our control. These also include flooding, shortage of water, obstruction, repairs to any waterway, lock or navigational equipment, shortage of or non-availability of fuel, riots or civil strife, industrial action or nuclear disaster, fire, adverse weather conditions, port blockades, war or threat of war, and actual or threatened terrorist activity or similar.
20. **Complaints**  
If you have a complaint whilst you are on holiday, please inform the base manager or a Connoisseur office immediately so that remedial actions can be taken. If you wish to make a claim against us then you must notify us in writing within 28 days of your return home by writing to our Customer Services department at The Port House, Port Solent, Portsmouth PO6 4TH.  
Disputes which cannot be amicably settled, may (if you so wish) be referred to the arbitration under a special scheme which, although devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators.
21. **Pets**  
Dogs can be taken on Connoisseur holidays. We do make a charge for taking dogs and we ask you to bring a basket/blanket for the dog to sleep on. Animals are not allowed to lie on bedding or settees.  
Please do not leave dogs unattended on your boat. If the base feel extra cleaning is required on the return of your boat, you will be asked to pay.

## Cancellation and Modification fees

Cancellation or Amendment type	More than 90 days before departure	90-30 days before departure	Less than 30 days before departure
Cancel cruise	Loss of deposit	100% cancellation fee	100% cancellation fee
Change of date to an earlier date	50 Euro amendment fee	50 Euro amendment fee	50 Euro amendment fee
Change of date to a later date	50 Euro amendment fee	25% of cancellation fee	100% cancellation fee
Boat alteration to a larger boat	Difference in price	Difference in price	Difference in price
Boat alteration to a smaller boat	50 Euro amendment fee	50% of alteration cost	100% of alteration cost
Change/Cancel one way drop-off	No charge	50 Euro amendment fee	Loss of one way fee
Change of region	No charge	50 Euro amendment fee	50 Euro amendment fee
Decrease in length of cruise	50 Euro amendment fee	50% of the refund due to less days	100% of days of alteration cost

