

Terms and Conditions

The following Booking Conditions together with the information contained in our website www.kingfishercruises.co.uk form the basis of your contract and constitute your conditions of carriage with Kingfisher Cruises Ltd a limited liability company incorporated in England and Wales, with its head office at 13 Liverpool North Magull and registered number 16271484. Our office is at 4 Barn Close Bootle Merseyside L30 7RA. Please read our Terms and conditions page as they set out our respective rights and obligations. All information is believed correct at the time of publication but is subject to change.

If any Guest is prevented from travelling (for example, as a result of their own illness or injury or the serious illness or injury of a close relative), they may claim a full refund, transfer to another cruise or transfer their place to someone else (introduced by you) providing we are notified more than 1 day (24 hours) before departure. No charge will be levied on the customer.

Insurance

Guests are required to take out adequate and appropriate insurance to cover any accident or mishap caused after departing the boat or en route to the cruise.

Changes and cancellation by us

We start planning the cruises we offer many months in advance. Occasionally, we have to make changes to and correct errors in our brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after balance due date where you have failed to comply with any requirement of these Booking Conditions entitling us to cancel, such as paying on time or where we are forced to do so as a result of "force majeure" as defined in clause below. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" usually include the following changes when made before departure; a change of time of embarkation or disembarkation by more than one hour, a change of departure point to one which is significantly more inconvenient or a significant change of itinerary.

If we have to make a significant change or cancel, we will tell you as soon as reasonably possible. If there is time to do so before departure, we will offer you the choice of the following options:

(a) (for significant changes) accepting the changed arrangements or

(b) purchasing an alternative cruise from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or

(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note: the above options are not available where any change made is not a significant one. Such changes are treated as minor changes for the purposes of these Booking Conditions.

Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time).

No compensation is payable for minor changes or where we make a significant change or cancel prior to balance due date.

Very rarely, we may be forced by "force majeure" (see below) to change or cancel your cruise either before or after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation, or meet any costs or expenses you incur as a result.

Force Majeure

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage or loss, as a result of, "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events will usually include (whether actual or threatened) war, riot, civil unrest, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions (including ice and serious wind conditions), epidemics, fire, closure, and all other events outside our control.