

Wildwind Holidays Booking Terms & Conditions - Mauritius 2019

1. Conditions of Booking

Wildwind Holidays and Wildwind Adventures are all trading names of Wildwind Holidays Limited, a UK registered company licensed by the Civil Aviation Authority under A.T.O.L. No. 9464. All bookings, whether for inclusive holidays or other holiday services, accepted by Wildwind Holidays Limited trading as Wildwind Holidays or Wildwind Adventures (hereinafter called 'Wildwind') from the person making the booking on behalf of all persons named in the party (hereinafter called 'the Client') are subject to these terms and conditions.

2. Booking Procedure

All inclusive holidays and other holiday services, however advertised, whether through our brochures, websites or otherwise, are subject to availability. Clients should contact our offices (telephone or email) to ascertain availability. At the time of booking the appropriate deposit/full balance must be paid (advised at the time of booking). Any booking between Wildwind and the Client is valid, and a contract made between both parties, only after the appropriate deposit/full balance is paid and the booking confirmed in writing in the form of a Confirmation/Invoice, by Wildwind to the Client. This Confirmation/Invoice then acts as the contract between Wildwind and the Client and the applicable contract date will be the date it was raised by Wildwind (not the date of receipt by the Client). The Confirmation/Invoice will normally be emailed to the Client. Bookings can be secured immediately by telephone, providing the Client can give details of a valid credit/debit card from which we can deduct appropriate remittances. Bookings made by telephone will require full details of all party members to be given by the Client at the time. If the Client wishes to make a booking by sending a cheque in payment, or making a payment via internet banking, a provisional booking can usually be made by telephone where we hold the holiday or holiday service for the Client for several days to allow time for a cheque for the appropriate amount of deposit/full balance to be received at our offices, or payment to be received direct into our bank account. We will then issue a Confirmation/Invoice and send this to the Client. Whichever way a Client may make a booking, it is deemed that, in providing details of the party to us and providing a method of paying the appropriate remittance due, then the Client accepts these Booking Terms & Conditions as applying to the booking and will be bound by the terms herein.

3. Payment Terms

The balance of the holiday or holiday service cost shown on the Confirmation/Invoice must be paid in full not later than 9 weeks before the date of departure. If the booking is made 9 weeks or less before the departure date the full amount of the cost of the holiday or holiday service is due immediately. Please note that where deposit/full balance payments are made by any type of debit or credit card, as Wildwind does not have its own merchant facilities for card payment processing, payments by card have to be processed via a Member of the Travel Trust Association. Any monies taken by them, in respect of Wildwind bookings, through debit/credit card payments is held in trust until they are paid to Wildwind. **An upfront non-refundable booking fee is applied by the Travel Trust Agent to all payments taken by this method** for their services in providing this facility. The holiday booking is made with the Member of the Travel Trust Association acting as agent on behalf of the client in booking the Wildwind holiday. Such a fee would not apply to payments by cheque or cash or direct payment into our bank account within the UK and in these instances the booking is made direct with Wildwind. If the balance is not received 9 weeks before departure, then Wildwind reserves the right to treat the booking as cancelled and levy cancellation charges as detailed in paragraph 6. Where Wildwind purchases, on behalf of the Client, flight seats on routes/days not normally operated by Wildwind or from airlines where larger than usual deposits and/or extended balance payment dates are required, it reserves the right to request the client to pay a larger deposit and/or pay the balance earlier than 9 weeks prior to departure, in order to secure those seats for the Client. Where applicable this will be advised to the Client before making the booking.

4. Holiday Prices, What's Included and Price Guarantees

Normally our prices for inclusive holidays or other holiday services are calculated many months in advance of the relevant holiday season and are related to the particular costs prevailing at that time, especially in respect of accommodation and flights. Wildwind's policy on prices and any guarantee we may make in respect of such is detailed in our brochure or website, or as subsequently amended in any advertising or promotional material issued by Wildwind. Details of what is included in our holiday prices are also given in the relevant price list and/or holiday information pages. Wildwind reserves the right to increase or decrease prices at any time, but this will not affect prices of holidays already booked, subject to any guarantee or partial guarantee in force at the time of booking the holiday. Once booked, however, the Client's inclusive holiday price or holiday service price may change if the client amends the booking (see paragraph 5)

5. Client's Change of Booking

If the Client wants to change the booking once it has been confirmed, for example, amend the date of departure, holiday duration, airport of departure and/or destination, accommodation or names of those travelling in the Client's party, Wildwind will do its utmost to assist. We charge an amendment fee of £25 per booking (minimum) if the amendment is accepted, unless the amendment is very minor (normally additions to bookings incur no amendment fee), but any such fee will be related to the costs involved to Wildwind and depend on the length of time of advice before departure. Any amendment must firstly be advised by telephone or email to Wildwind, at which time any amendment fee will be advised to the Client, who must agree to accept the fee and confirm this in writing before the amendment will be made.

Where an amendment affects the holiday or service price, the price of the holiday or service will be recalculated, including any amendment fee, and a new Confirmation/Invoice issued. Where the Client wishes to amend the booking to a later departure date, if notice is given within 9 weeks of the original departure date, this will normally be treated as a cancellation and subject to the cancellation charges as detailed in paragraph 6 below.

The cancellation of one or more persons from a booking, but not the total persons is treated as a part cancellation and cancellation charges will apply to those persons being cancelled. Any increase in the price per person for the remaining persons in the booking payable as a result of part cancellation, is not a cancellation charge and not generally covered by holiday insurance, whether or not, the reason for the persons who did cancel from the original booking is covered under the terms of insurance. Clients must also note that where substitution of persons on a booking is accepted, with or without amendment fee, insurance cover is usually not transferable and the substitute persons must take insurance cover for themselves.

In Resort - where Clients wish to change their holiday details after arrival e.g. changing accommodation, we will do our utmost to assist, subject to availability and payment of appropriate additional costs. Please note that for changes of accommodation, cancellation charges may be incurred against the original accommodation as well as additional charges payable for the new accommodation. Please also note that cancellation from watersports or other activities booked prior to arrival is not allowed and NO refunds will be given for non-participation in such watersports or activities, whether due to illness, injury or any other reason. Clients may be able to claim for loss of participation in the watersports or activities from their holiday insurance if the reason falls within the terms of that insurance.

6. Client's Cancellation of Booking

Any cancellation of booking, either in part or full, once it has been confirmed (see paragraph 2), must be notified in writing by the Client. The following scale of charges, payable by the Client is applied to all cancellations:

A – FLIGHT INCLUSIVE HOLIDAYS USING BA GATWICK FLIGHTS	
Period before departure within which written instructions are received by Wildwind	Amount of Cancellation Charge (shown as %age of total holiday cost)
More than 63 days	Deposit
57-63 days	25%
43-56 days	50%
29-42 days	60%
15-28 days	75%
0-14 days	100%

B – FLIGHT EXCLUSIVE HOLIDAYS USING CLIENTS OWN FLIGHTS	
Period before departure within which written instructions are received by Wildwind	Amount of Cancellation Charge (shown as %age of total holiday cost)
More than 63 days	Deposit
57-63 days	25%
43-56 days	50%
29-42 days	60%
15-28 days	75%
0-14 days	100%
Departure date or after	100%

The Client may be able to recover the majority of these costs if the reason for cancellation falls within the terms of the Client's travel insurance

7. Holiday Flights, Accommodation & other Holiday Services

All holiday flights, accommodation and other holiday services booked are reserved exclusively for the persons named by the Client and shown on our Confirmation/Invoice, including those substituted or added by agreed amendment of the booking. No other person may use these flights, accommodation or other services without the written permission of Wildwind or its authorised representatives. Assignment, subletting and sharing are prohibited and in many circumstances may be illegal.

8. Holiday Insurance

As a condition of booking all persons named on the Confirmation/Invoice, including those substituted or added by agreed amendment of the booking, must take out a suitable holiday insurance – in particular providing cover for injury to themselves whilst participating in the various sports and activities we offer. It is recommended that holiday insurance is taken out at the time of booking the holiday so that cover for cancellation runs concurrently with the holiday booking.

Damage to equipment – In the event of accidental damage/loss to our boats or equipment by Clients we provide for this via a marine insurance the cost of which is included in the Clients Mauritius holiday price. This also includes 3rd party liability in case of injury to other persons whilst participating in the sailing. Any negligent or willful damage/loss to our boats or equipment will be charged in full locally direct to the Client (or parent/guardian if a minor).

9. Passports, Visas, Driving Licences and Health Requirements

A valid passport is essential when travelling abroad. A full passport is required to all destinations. Holders of non-British Passports should check with the consulate of the country being visited for details of regulations before booking. Visas are not normally required by British Passport holders to Wildwind's holiday destinations (where required we will advise on booking). Normally, a full and valid British driving licence is adequate for car hire in our holiday destinations.

At the time of publication no compulsory vaccinations are required for British Citizens visiting our holiday destinations. Clients (in particular non-UK citizens) should always check with their doctor as to which inoculations are advisable or necessary before travel. Equally, persons with health problems who feel that their condition may be aggravated, or their health suffer, as a result of travelling, should consult their doctor first and if necessary obtain a medical certificate to confirm they are fit to travel, in order to satisfy airlines or insurance companies if required to do so. Pregnant women especially should seek the advice of their doctor. Airline regulations only permit travel for women up to a certain number of weeks pregnancy, dependent upon the airline concerned. Please advise us prior to booking and we will check with the relevant airline.

Your Health & Sporting Activity - Wildwind considers the health and safety of its clients to be of paramount importance. In order to assist us in assessing the fitness of all clients to participate in the watersports we offer it is a condition of booking that the Client advises us of any pre-existing medical or other condition, or other circumstances (such as taking medication) applicable to members of the Client's party, that may affect our decision to accept the booking on grounds of safety. We ask all Clients to advise us both at the time of booking and on arrival overseas (in case of subsequent events after booking) of such factors. The existence of a pre-existing medical or other condition does not mean we will not accept a booking (although we reserve the right in our absolute discretion to refuse a booking where we consider the safety of the Client who would be jeopardized) but it gives us the opportunity to consider additional safety precautions in relevant cases. Failure to advise of such may result in our refusal to allow participation in the sporting activities once in resort and under such circumstances no refund of monies will be given.

All Clients are responsible for the provision of necessary valid documents for their own travel abroad and own health requirements.

10. Client's Responsibility on Holiday

Watersports & Activities – Our team of experienced staff & those of our resort partners who supply various services to our clients, organize and limit the watersports & activities according to weather conditions and the Client's ability and experience (and we reserve the right in our absolute discretion to refuse any Client's request to use the equipment at times or during conditions where our staff consider the safety of the Client would be jeopardised). Our supervision does not exempt any Clients from their responsibility of inspecting equipment before use, and limiting their own risk of accident or injury whilst using the equipment. We therefore accept watersports & activities bookings on condition that each member of a Client's party accepts responsibility for any injuries suffered unless these arise from our proven negligence. This condition equally applies to the use of safety equipment, such as buoyancy aids, which we recommend should be worn, at all times on/in the water, where appropriate. It is a condition of booking that all Clients wishing to participate in watersports can swim at least 50 metres clothed.

General behaviour - When travelling abroad all persons should be aware that they are visiting another country whose customs and laws may differ from ours. Equally they should be aware of their responsibility to others, whether holidaymakers or locals, and accordingly behave in a reasonable manner. Wildwind reserves the right in its absolute discretion to decline to accept or retain a person as a client or terminate without further notice to the holiday arrangements of any customer whose behaviour is such that is likely, in our opinion, or that of an airline pilot, accommodation owner or manager, or other person in authority, to cause distress, damage, danger or annoyance to other customers, employees, any third party or property. Under such circumstances if a person is prevented from travelling, or their holiday curtailed, Wildwind's responsibility for the holiday ceases. Full cancellation charges will apply and Wildwind will be under no obligation whatsoever for any refund, compensation or costs such persons may incur. Any damages to accommodation caused by negligence of the Client or members of his/her party or their guests and any stay beyond the stated time or by additional persons whose permission has not been granted by Wildwind, will be charged to the Client, in resort, by the representative or agent of Wildwind, or direct to the client. Failure to pay any such charges may result in legal action against the Client.

11. Changes to Holidays or Holiday Services by Wildwind

As arrangements for holidays, or separate components such as flights or accommodation, are made by us many months in advance of the relevant holiday season, some changes may be necessary, and we reserve the right to make these at any time.

Minor changes - Most changes are minor in nature, such as changes to departure times. Flight details will be advised on the Confirmation/Invoice. These are normally for guidance only. Wildwind reserves the right to amend any flight details or substitute any airline or aircraft as necessary at any time, subject to the provision that it will not change the timings by more than 12 hours (see major changes). Final flight details will be given on your travel documents. Similarly, in the unlikely event that

Wildwind is unable to provide the accommodation as booked, we reserve the right to substitute alternative accommodation of a similar or higher standard. Where accommodation is not officially classified, similar standard accommodation will be deemed to be that which is the same price as the substituted accommodation, provided it is in the same resort and has the same facilities e.g. number of bedrooms. Where significant we will advise our customers of minor changes, either before they book or after booking, given Wildwind has itself received reasonable notification of the changes. Flight timings changes are not normally advised and clients should check their travel documents on receipt. Under such circumstances cancellation of the holiday by the Client would be subject to normal cancellation charges.

Major Changes - These are changes involving a change of UK airports, resort area, time of departure or return by more than 12 hours (but NOT for reason of flight delays incurred to the scheduled time of departure as given on travel documents) or offering substitute accommodation of lower standard (see 'Minor Changes' for definition of 'similar standard'). If a major change becomes necessary, we will inform the Client as soon as is reasonably possible if there is time before departure and offer the choice of accepting the alternative arrangements together with any refund of cost difference or cancelling the booking and receiving a prompt and full refund of all monies paid at the time of cancellation. If the Client wishes to cancel from our holiday or services in the event of a major changes described above, and has booked other holiday services not provided by Wildwind, then Wildwind will only be liable for a refund of any monies paid to us and will not be liable for any other costs that the Client may incur in relation to the amendment or cancellation of those holiday services not provided by Wildwind. Wildwind cannot accept liability for losses and inconvenience arising out of disruption to local services such as electricity and water supplies caused by actions or circumstances beyond its control.

12. Cancellation of Inclusive Holiday or other Holiday Services by Wildwind

Cancellation by Wildwind may be necessary in exceptional circumstances and we reserve the right in our absolute discretion to cancel any inclusive holiday or other holiday services. In this event the Client will be offered an alternative of comparable standard, if available, or a prompt and full refund of all monies paid to date. **FORCE MAJEURE** Wildwind shall not be liable for any loss, damage or expense and shall not be obliged to make any refund, in the event of change or cancellation caused by **force majeure** circumstances including (without limitation) war or threat of war, riots, terrorist activity, civil unrest, strikes or other industrial action, natural or nuclear disasters, fire, technical problems with transportation, airport closures, quarantine, epidemics, adverse weather conditions (actual or threatened), Government action, Foreign Office advice against travel to our destinations or other events beyond our control.

13. Suppliers' Conditions & Conditions of Carriage

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you. They are often subject to international conventions, such as a treaty known as the Warsaw Convention in respect of airline flights. Copies of the Conditions applicable to a particular holiday journey, may be made available for inspection at the office of the carrier.

14. Flights & Flight Delays

(a) Flight times are provided by airlines and are subject to change owing to matters such as air traffic control restrictions, weather conditions and technical problems. Flight timings are therefore estimates only and cannot be guaranteed. As between you and any individual airlines, the airline's standard conditions of carriage will apply. These may limit or exclude liability in accordance with relevant international Conventions. Copies of these Conventions are available on request.

(b) Under the Denied Boarding Regulation (EU 261/2004), if you have been denied boarding, your flight has been cancelled or it has been significantly delayed, it is the airline's duty to look after you. This means providing food, drinks, and some communications. If you are delayed overnight, this also means a hotel and travel to and from it. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengerrights. We have no liability to you in these circumstances whatsoever and your claim for this assistance and any compensation must be made directly to the airline. Liability of an airline under EU 261/2004 will not entitle you to a refund of your holiday price from us.

(c) We cannot accept liability for any delay which is due to any of the force majeure reasons set out in clause 12 of these booking conditions (which includes the behaviour of any passenger(s) or for any passenger who, for example, fails to check in or board on time). A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. However, you may be entitled to claim under the flight delay section of your travel insurance policy.

(d) We have no control over how much leg room (seat pitch) airlines allow on their aircraft. No guarantee can be given as to a particular seat configuration on board, as aircraft types vary. However, these seat pitches are standard throughout the airline industry and comply with current Civil Aviation Authority guidelines.

15. Wildwind's Responsibility

Wildwind have taken all reasonable steps to ensure that all the component parts of any inclusive holidays or other holiday services our customers book with us are supplied as described and to a reasonable standard. We have taken all reasonable steps to ensure that any airlines, agents, suppliers or other companies or persons used by Wildwind to provide service to our customers are reputable, maintain reasonable standards and conform with the laws of the country in which they are operating.

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors and following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

(i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage', form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

(ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation (see Clause 14 c)

(iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) which, on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure/website (as applicable). For example, any excursion you book whilst away, or any service or facility which any other supplier agrees to provide for you.

16. Complaints

In the unlikely event that the Client wishes to complain about any aspect of the service provided by Wildwind, or problems arise whilst on holiday, the Client should contact our representative in resort, as soon as possible in order to try and resolve the matter on the spot. If contact cannot be made with this person then the Client should contact our UK office from resort and we will make contact with them on behalf of the Client. If the matter cannot be resolved satisfactorily then the Client should make an immediate complaint in writing to the representative. This should be followed up on return home, in writing, to our offices, giving details of the holiday or service and the nature of the complaint, within 28 days of return to the UK.

17. Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This certificate alongside your Confirmation/Invoice lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so, for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims maybe re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. For further information, visit the ATOL website at www.atol.org.uk.

18. Data Protection

We have measures in place to protect personal booking information. This information will only be passed on to the principal and relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information (as necessary) may also be passed on to security or credit checking companies.

19. Governing Law and Jurisdiction

This contract and any matters arising from it are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

**Wildwind Holidays & Wildwind Adventures
are all trading names of
Wildwind Holidays Limited**

Company Registration No. 5985993

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