WILDWIND

Termes et conditions

Booking changes

1.1 If the client wishes to change their holiday details after arrival (for example, by adding extra activities or changing accommodation), the on-site staff will do their utmost to assist, subject to availability and payment of the appropriate additional costs. For cancellation of activities booked prior to arrival no refunds will be given, whether the cancellation is due to illness, injury or for any other reason. Clients may be able to claim loss of participation in activities from their holiday insurance. Change of accommodation may incur both additional charges for the new accommodation as well as cancellation charges against the original accommodation.

1.2 Any cancellation of a confirmed booking, either in part or full, must be notified in writing by the client; an email notification is acceptable. The client may be able to recover these costs, or part thereof, with their travel insurance.

1.3 The cancellation of one or more persons from a booking, but not the total party, is treated as a part cancellation and cancellation charges will apply porportionally to the persons being removed from the booking. Any increase in the price per person for the remaining persons in the booking payable as a result of the part cancellation is not a cancellation charge and not generally covered by holiday insurance, whether or not the reason for the persons who cancelled from the original booking is covered under the terms of insurance.

1.4 Should the client request to amend the booking to a later departure date and notice is given 9 weeks or less before the original departure date, this will be treated as a cancellation subject to cancellation charges as outlined in these Terms of Service.

1.5 The amount of the cancellation fee is depended on the moment when the written cancellation is received by Wildwind. The fee is calculated as a percentage of the total holiday cost according the following table: 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%

1.6 Substitution of persons in a booking is normally accepted and the applicability of an amendment fee depends on the circumstances. Note that insurance cover is not transferable and the substitute persons must take insurance cover for themselves.

Conditions of Booking

2.1 Wildwind Sailing is a trading name of Wildbuoys, a company registered in the United Kingdom at Companies House under number 04220540. All bookings are accepted by Peter Kukla (hereinafter called 'Wildwind Sailing fr_CH' or 'Wildwind Sailing') from the person making the booking on behalf of all persons named in the party (hereinafter called 'client'). Alle bookings are subject to these terms and conditions.

2.2 Any contract is made on these terms and conditions and subject to the laws and jurisdiction of CH.

Health

3.1 People with health problems who feel that their condition may be aggravated 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 compies. Pregnant women especially should seek the advice of their doctor.

3.2 In order to assist us in assessing the fitness of our clients to participate in the activities we offer, it is a condition of booking that clients advise us of any pre-existing medical or other condition, or other circumstances (such as taking medication) that may affect our decision to accept the booking on grounds of safety. We ask all clients to advise us of such factors at the time of booking and on arrival overseas (in case of subsequent events after booking). The existence of such conditions does not mean we will not accept a booking (although we reserve the right to our absolute discretion to refuse a booking where we consider the safety of the client would be jeapordised), but it gives us the opportunity to consider additional safety precautions. Failure to advise us may result in our refusal to allow participation and under such circumstances no refund will be applicable. All clients are responsible for their own health requirements.

3.3 At the time of publication no compulsory vaccinations are required to visit Mauritius. Clients should always check with their doctor as to which inoculations are advisable or necessary before travel.

Insurance

4.1 As a condition of booking, all persons named on the invoice, including those substituted or added by agreed amendment of the booking, are required to take out a suitable holiday insurance – in particular providing cover for injury to themselves and third party liability in respect of injury to others, whilst participating in the various sports and activities on offer. It is recommended to take out holiday insurance at the time of booking to provide cancellation cover.

Legal entities

5.1 Wildwind Sailing is a trading name of Wildbuoys Ltd., United Kingdom.

5.2 Holidays of Wildwind Sailing in CH are sold exclusively by Peter Kukla, a company registered in CH under number 9464 and operating from address Wildwind Schweitz Flahstrass 54 52511 Geilenkirchen Germany . You can reach Peter Kukla at telephone number 043 508 09 68 (or +41 43 508 09 68 when calling from outside of CH) or by email at info@wildwind-segelurlaub.ch.

Modifications

6.1 Major changes are changes involving a change of resort area, holiday duration or offering substitute accommodation of lower standard.

6.2 As arrangements for holidays 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. Most changes are minor in nature. Where significant we will advise our customers of changes before they book or after booking, provided that Wildwind Sailing has itself received reasonable notification of the changes.

6.3 In the unlikely event that Wildwind Sailing is unable to provide the accommodation as booked, we reserve the right to substitute it with 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.

Prices and payment

7.1 The balance shown on the 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 is due immediately.

Responsible behaviour

8.1 Our team of experienced staff and those of our resort partners who supply various services to our clients, organize and limit the watersports (and other activities) according to weather conditions and the client's ability and experience. 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 jeapordised.

8.2 Our supervision does not exempt clients from their responsibility of inspecting equipment before use and limiting their own risk of accident whilst using the equipment. We therefore accept watersports and activity bookings on the 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 and in the water, where appropriate.

8.3 It is a condition of booking that all clients wishing to participate in watersports can swim at least 50 metres clothed.

8.4 Any damages to the accommodation caused by negligence of members of the clients party (or their guests), as well as any stay beyond the stated time or by additional persons whose permission has not been granted by Wildwind Sailing, will be charged to the client, in resort, by the representative or agent of Wildwind Sailing. Failure to pay any such charges may result in legal action against the client.

Travel documents

9.1 When travelling to Mauritius, a valid passport is required. At the time of writing, visas are not required for holders of a passport from CH or any other EU/EEA country. If your passport does not originate in CH, please familiarize yourself with the regulations of entry into Mauritius that pertain to your situation before making a booking; the embassy or consulate of Mauritius in the country from which your passport originates should be able to provide assistence. It is solely the clients' responsability to obtain the required documents and any visas that may be required for anyone in your party.

9.2 Should you wish to hire a car in Mauritius, a full and valid driving licence from CH is normally adequate.

Wildwind Sailing’s liability

10.1 When you travel with a land, air or sea carrier, their Conditions of Carriage and Conditions of Contract apply, some of which limit or exclude liability. These conditions are often the subject of international agreements between countries, including a treaty known as the Warsaw Convention in respect of airline flights. A copy of the Conditions applicable to a particular holiday journey may be made available for inspection at the office of the carrier.

10.2 Our terms and Conditions conform to the EEC Regulations governing package holidays.