

Conditions of Booking

Jurisdiction

Any contract is made on these terms and conditions and subject to English Law and exclusive jurisdiction.

Prices and payment

Payment

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.

No payment costs

Such a charge would not apply to payments by cheque or cash or internet banking within the United Kingdom.

Booking changes

Late amendments

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.

Substitution

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.

Amendments after arrival

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.

Cancellations

Any cancellation of a confirmed booking, either in part or full, must be notified in writing by the

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client; an email notification is acceptable. The client may be able to recover these costs, or part thereof, with their travel insurance.

Cancellation fees

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%

Part cancellation

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.

Travel documents

Travel docs Mauritius

When travelling to Mauritius, a valid passport is required. At the time of writing, visas are not required for holders of a passport from UK or any other EU/EEA country. If your passport does not originate in UK, 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 assistance. It is solely the clients' responsibility to obtain the required documents and any visas that may be required for anyone in your party.

Car hire

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

Insurance

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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

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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.

Health

Health check

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.

Pre-existing conditions

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 jeopardised), 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.

Vaccinations

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.

Responsible behaviour

Watersports

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 jeopardised.

Personal responsibility

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.

Swimming

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

Damages by client misbehavior

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 Adventures, will be charged to the client, in resort, by the representative or agent of Wildwind Adventures. Failure to pay any such charges may result in legal action against the client.

Modifications

Major changes (flight exclusive UK)

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

Right to modify the holiday

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 Adventures has itself received reasonable notification of the changes.

Accommodation modification

In the unlikely event that Wildwind Adventures 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.

Wildwind Adventures's liability

Carrier conditions

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.

EEC regulations

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

Booking Procedure

Personal with flights

All flights and accommodations booked are reserved exclusively for the persons named by the client, who are shown on our invoice, including those substituted or added by agreed amendment of the booking. No other person may use these flights and accommodation without the written permission of Wildwind Adventures English (UK) or its authorised representatives. Assignment, subletting and sharing are prohibited and in many circumstances illegal.

Legal entities

Trading name

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

Local agent

Holidays of Wildwind Adventures in UK are sold exclusively by John Howell, a company registered in UK under number 9464 and operating from address Wildwind Holidays, Unit 1 Mill Studio, Ware, Herts, SG12 9PY. You can reach John Howell at telephone number 01920 444 091 (or +44 1920 444 091 when calling from outside of UK) or by email at info@wildwind-adventures.co.uk.