

# Wildwind Holidays Booking Terms & Conditions 2015

## 1. Conditions of Booking

Wildwind Holidays & Wildwind Active Adventures are trading names of Travel USA Limited, a registered company licensed by the Civil Aviation Authority under A.T.O.L. No. 9464.

All bookings accepted by Travel USA Limited trading as Wildwind Holidays or Wildwind Active 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. Any contract is made on these terms and conditions and subject to English Law and exclusive jurisdiction.

## 2. Booking Procedure

All holidays and offers, however advertised, whether through our brochures and price lists or otherwise, are subject to availability. Clients should telephone our offices to ascertain availability, unless this is accessible through a website on-line booking systems. At the time of booking the appropriate deposit/full balance must be paid (see para 3 below). 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. Bookings can be secured immediately by telephone (or where applicable through a website on-line booking system), providing the Client can give details of a valid credit/debit card from which we can deduct appropriate remittances. Bookings made by telephone or via a website on-line booking system 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, a provisional booking can usually be made by telephone, where we hold the holiday for the Client for several days to allow time for the cheque for the appropriate amount of deposit/full balance to be received at our offices. 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 Conditions as applying to the booking and will be bound by the terms herein.

## 3. Payment Terms

The balance of the holiday 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 is due immediately. Please note that where deposit/full/balance payments are made by any type of debit or credit card a charge will be levied towards the cost of merchant processing costs incurred by us – details will be advised on booking and shown on the Confirmation/Invoice. Such a charge would not apply to payments by cheque or cash or internet banking within the UK. 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 holiday prices are calculated many months in advance of the relevant holiday season and are related to 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 on the relevant price list and holiday information sections of our brochures and websites, or as subsequently amended in any advertising or promotional material issued by Wildwind. 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 holiday price may change if the client amends the holiday 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 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 price, the price of the holiday 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 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. adding watersports or changing accommodation, we will do our utmost to assist, subject to availability and payment of appropriate additional costs. Please note, however, that cancellation from watersports & 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 the insurance. Also note changes of accommodation may incur cancellation charges against the original accommodation as well as additional charges for the new accommodation.

## 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 (email notification is acceptable). The following scale of charges, payable by the client is applied to all cancellations:

A - HOLIDAYS USING OUR GATWICK FLIGHT ALLOCATION OR NO FLIGHT	
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 – HOLIDAYS USING FLIGHTS OTHER THAN OUR GATWICK ALLOCATION	
Period before departure within which written instructions are received by Wildwind	Amount of Cancellation Charge (shown as %age of total holiday cost)
More than 84 days	Deposit
64-84 days	20%
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 and Accommodation

All holiday flights and accommodation 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 or accommodation without the written permission of Wildwind or its authorised representatives. Assignment, subletting and sharing are prohibited and in many circumstances are 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 and third party liability in respect of injury to others, whilst participating in the various sports and activities we offer. It is recommended that holiday insurance is taken out at the time of holiday booking to provide cancellation cover.

Damage to equipment – We endeavour to keep our sailing & other watersports equipment in excellent condition which is assisted by the kind treatment of our Clients. In the event of damage/loss to the equipment by Clients our marine insurance only covers damage/loss after the first £500. To cover the first £500 of damage/loss we charge a non-refundable damage/loss waiver of £20 per person partaking in a full sailing course, which is automatically added to each invoice.

## 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 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-British 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.

**Your health and 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 and other 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 at the time of booking and on arrival overseas (in case of subsequent events after booking) of such factors. The existence of such conditions 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 would be jeopardised) but gives us the opportunity to consider additional safety precautions in relevant cases. Failure to advise us of such may result in our refusal to allow participation in the watersports once in resort and under such circumstances no refund of monies will be applicable.

**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. Change of Holiday by Wildwind

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.

**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 timing 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 airport, 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 holiday and receiving a prompt and full refund of all monies paid at the time of cancellation.

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 Holiday by Wildwind

Cancellation by Wildwind may be necessary in exceptional circumstances and we reserve the right in our absolute discretion to cancel any holiday. In this event the

Client will be offered an alternative holiday of comparable standard, if available, or a prompt and full refund of all monies paid to date. 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 strife, strikes or other industrial action, natural disasters, fire, technical problems with transportation, airport closures, quarantine, epidemics, adverse weather conditions, government action or other events beyond the control of Wildwind.

## 13. Conditions of Carriage

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, and copies of the Conditions applicable to a particular holiday journey may be made available for inspection at the office of the carrier.

## 14. Flight Delays

There are occasions, completely beyond our control, when flight delays occur. Most holiday insurance provides cover for flight delay.

## 15. Wildwind's Responsibility

Wildwind have taken all reasonable steps to ensure that all the component parts of any inclusive holidays our customers book with us are supplied as described in the relevant brochure or website, 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. Although we have no direct control over such organisations or persons not directly employed by Wildwind we accept responsibility for the services they provide. All bookings are subject to any terms, conditions and limitations of liability imposed by such organizations as shall provide services to Wildwind and its clients. We also, of course, accept responsibility for the acts or omissions of our direct employees.

## 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 any of these local persons then the Client should contact our UK office from resort and we will make contact with the relevant local person(s) 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 and the nature of the complaint, within 28 days of return to the UK.

## 17. E.E.C. Regulations

Our Booking Conditions in respect of packaged holidays conform to the EEC Regulations governing package holidays.

## 18. Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This 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.

## Wildwind Holidays & Wildwind Active Adventures

are trading names of

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