



low impact adventure sailing

Mangosailing

c/o TSW Jones Marketing Services,
Brynllyn, Rhoslefain, Tywyn, LL36 9NH

Terms and conditions

1. Booking and deposit

- a) All bookings must be made with Mangosailing. The booking form must be completed and sent to Mangosailing together with a 25% deposit of the total fee. By making a deposit payment and by signing the booking form, you will be accepting the terms and conditions. Mangosailing reserve the right to decline any booking at their discretion.
- b) Mangosailing will accept provisional bookings by telephone and held for 7 days. The booking will be considered cancelled if a payment is not received at the end of this period.
- c) For bookings made within 30 days of the voyage date, full payment is required to accompany the booking form.
- d) Bookings will be confirmed on receipt of deposit/ payment.

2. Balance of payment

- a) On receipt of deposit you will be issued with an invoice which will state the outstanding balance, the balance will be due 30 days before the voyage start date. The due date will be stated on the invoice.
- b) If for any reason payment is not received by the due date, Mangosailing reserves the right to cancel the booking and condition 7a) will apply.
- c) In the event of any inconsistency between the provisions of this clause and the invoice, the provisions contained in the invoice shall prevail

3. Damage to yacht/ equipment

- a) Should breakages or damage be caused by you including, without prejudice to the generality of the foregoing, if you cause damage due to be under the influence of alcohol or drugs, or disobeying the instruction of the skipper, the cost of the repair must be borne by you.

4. What the price includes

- Meals and accommodation provided whilst onboard the yacht during the voyage.
- Free use of oil skins, safety harness and life jackets.
- Instruction/ guidance from a highly trained RYA professional instructor.

5. What the price does not include

- Trips and related costs, such as food and accommodation away from the yacht, arranged by you, or by Mangosailing and undertaken by you prior to, during or following your voyage.
- Cost of travel to and from the yacht
- Personal insurance cover.

6. Prices and Surcharges

All prices are based on operating costs at present; Mangosailing reserves the right to increase the prices for any reason, at anytime before you book. You will be notified of any price increase before or at the time of booking.

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7. Cancellation

- a) In the event of cancellation more than 30 days before the commencement of the voyage then fifty pound or 10% of the voyages fee (which ever is greater) will be forfeit.
- b) A cancellation less than 30 days before commencement of the voyage, then all monies paid will be forfeit.
- C) If for any reason Mangosailing is unable to provide the voyage booked then all deposits and fees paid will be refunded and the liabilities of Mangosailing will cease.

8. Insurance

Mangosailing does not accept responsibility for personal accidents, illness, or incurred costs to the customer for accidents, illness or the loss/ damage to the property of the customer. We advise you to arrange your own insurance and medical cover to this regard

9. Changes

If you wish at any time to alter your booking, we shall endeavour to make the necessary changes, but cannot guarantee to do so. We must receive written notification of your request to make any such change.

Mangosailing reserves the right to change the yacht, services or facilities described in any literature produced by Mangosailing to a similar vessel or service/ facility if necessary.

10. Factor outside Mangosailing's control (Force Majeure)

Mangosailing will endeavour to minimise effects of matters outside its control but cannot accept any liability for these matters which shall include, but by way of limitation, outbreak of hostilities, civil commotion, riot, riotous assembly, storm, hurricane, tempest and any other acts of God and supervening impossibilities not capable of avoidance by Mangosailing. If any such event of force Majeure occurs, Mangosailing shall not be liable to pay any refund or compensation to you the customer.

11. Limitation of liability

- a) Mangosailing will accept liability for negligence of its staff causing you injury or death only to the extent that its obliged under English law.

You are reminded that sailing is a sea sport when the safety precautions are adhered to. It can be dangerous, injury happens. It is the decision of the individual to take part in the sport and the risks that go with it. Mangosailing shall not (subject to any statutory requirements to the contrary) be liable for any injury, death, loss or damage caused by other passengers, nor for any illness, injury or death sustained during any voyage.

- b) Mangosailing accepts no responsibility for airport or flight delays but will give such assistance as is reasonable in supporting any valid claim you may have against a carrier. It is your responsibility to arrive at the point of embarkation at the time specified and all costs incurred are to be borne by you.

- c) You shall not be entitled to any refund or compensation in the event of you withdrawing from your voyage, due to health, personal or other reasons. If you withdraw prior to the start of a voyage the cancellation charges set out in paragraph 7b) shall apply.

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d) No responsibility can be accepted for variations in standard of services or facilities generally which occur after the issue of Mangosailing's program or due to causes beyond Mangosailing's control

e) Any personal belongings taken on board the yacht by you are so taken entirely at your own risk and Mangosailing shall have no liability for any loss or damage occurring to them

12) Authority

You agree to accept the authority, decisions and instruction of the skipper during your voyage. At all times the decision of the skipper will be final on all matters. If there is any discrepancy in instructions issued, those of the skipper shall prevail.

Although the skipper will try to meet any reasonable request to visit specific places, there is no guarantee that specific places will be visited and the route taken is entirely at the discretion of the skipper. If you commit an illegal act, or interfere with the well being of the skipper or other customers, through disruptive or difficult behaviour, the skipper has full authority to dismiss you from the yacht. In such an event you will have no recourse to any refund.

If the skipper decides that the yacht shall not sail at any time due to adverse weather conditions or should return after departure due to a defect of the yacht or its equipment or the indisposition of any crew member which the skipper considers vital to safe passage, the skipper's decision will be final.

13) Complaints

At the end of a voyage Mangosailing will provide time for a feedback forum. We value your comments, it also gives you the chance to air any views or complaints you may have had. If you have had a complaint during your voyage you must inform the skipper so that action can be taken to remedy the problem.

Mangosailing will do its best to resolve the problem. If you do not think that at the end of your voyage that your complaint has been satisfactorily resolved, we would ask that you put your complaint in writing, submitting all detail relating to your complaint within 7 days of the completion of your voyage.