Website Terms of Use - wingsail.pl

Version 1.5 | Effective 26 October 2026

These Terms govern the use of the WingSail website and three distinct services: yacht search tools, sailing trip bookings and vehicle rental. Provisions relating to a particular service apply only when the user uses that service. These Terms do not replace an individual offer, a contract or the documents applicable to a particular service.

I. General provisions applying to the entire website

The service provider is WingSail Sp. z o.o., ul. Willowa 26, 55-330 Brzezina, Poland, KRS 0001185942, NIP 9131642494. General contact: info@wingsail.pl, tel. +48 530 287 719. Vehicle rental enquiries: bus@wingsail.pl. The Company is a travel organiser entered in the register kept by the Marshal of the Lower Silesian Voivodeship under number 1199/58/2026.

Browsing the website and using its forms is free of charge. To use the website, you need an internet-connected device, an up-to-date browser supporting HTTPS and JavaScript, and an active email address for correspondence about your enquiry. PDF support is needed to read documents. The forms use essential session mechanisms; a customer account is not required.

The user provides accurate information, is authorised to provide the personal data of persons on whose behalf they make an enquiry or booking, and must not submit unlawful content. Disrupting the website or circumventing its security measures is prohibited. You may stop using the free functions by closing the website or abandoning a form; doing so does not terminate a contract already concluded for any of the services.

II. Yacht search tools and charter enquiries

The yacht search tools allow users to browse available proposals and submit enquiries. Information about a yacht, dates, price and availability may come from an external provider and must be confirmed in a specific offer. The mere display of a search result is neither a guarantee of availability nor an offer to enter into a contract on the terms displayed.

Submitting a contact form or a charter enquiry is non-binding: it does not place a hold on a yacht, confirm a booking or, in itself, conclude a charter contract. WingSail replies using the contact details provided. An enquiry is handled from its valid submission until a reply is given or the matter is closed.

The price, scope of the service, payment, changes and cancellation are governed by the subsequent individual offer and by the applicable contract and terms of the charter provider. The rules for WingSail sailing trip bookings and vehicle rental do not automatically apply to yacht enquiries.

III. WingSail sailing trip bookings

A sailing trip is booked using the form provided with the relevant offer. The customer selects the dates or trip stage, participation option and number of places, provides the booking person's and participants' details, and reviews the summary. The customer can correct the details before placing the order.

Before the order is placed, the form displays the price in the currency stated in the offer, the first payment, the outstanding balance, its due date and the additional costs specified. The onboard kitty and deposit are not part of the participation price if the offer lists them separately. The customer is given access to these Terms, the Terms of Participation in a Sailing Trip (OWU), the standard information form and the personal data information. Required acknowledgements are indicated in the form; marketing consent is optional.

Placing an order using the button labelled 'Book with an obligation to pay' starts the paid booking process. The system checks availability and holds the selected places for 30 minutes to allow the first payment. An order reference and a hold do not yet mean that a contract has been concluded. The sailing trip contract is concluded after the required first payment has been verified and availability has been confirmed, in accordance with the OWU. Merely returning from the payment gateway does not confirm payment.

Online payments are processed by Przelewy24 (PayPro S.A.). The customer may use the payment methods made available for the particular transaction and currency. An unpaid order expires when the hold ends. A payment received after expiry requires a new availability check; no contract is concluded automatically. If the contract cannot be concluded, the payment is refunded unless the parties agree on another solution.

After the contract is concluded, WingSail emails the customer the contract and applicable documents in a form they can retain. The rules on performance of the trip, termination, changes, cancellation, any applicable termination charge and refunds are set out in the offer, contract, OWU and applicable law. The fact that a contract was concluded online does not, by itself, create a general right to cancel free of charge within 14 days. Sailing trip enquiries: info@wingsail.pl.

IV. Vehicle rental - Rent a car

This module concerns rental of a Mercedes-Benz Vito Tourer. Use of the vehicle is governed by the individual Rental Agreement, the General Rental Terms (Ogólne Warunki Najmu, OWN) and the Car Booking Terms (Regulamin rezerwacji samochodu). These documents are made available before the order is placed and the versions accepted by the customer are linked to the individual case.

The customer selects the pick-up and return dates and times, available equipment and any intended travel abroad. The customer provides the renter's and drivers' details, including the driving licence numbers required by the form. At handover, WingSail verifies identity and original driving licences; scans of the documents are not required. Before ordering, the customer sees the total price including VAT and the specified surcharges. Rentals exceeding 10 rental days (24-hour periods) require an individual quotation. Travel to a specified EU country is priced online where covered by the confirmed insurance; travel outside the EU requires individual consent and a quotation before payment.

The system assigns an agreement number and holds the rental period for 30 consecutive minutes. The customer may open and download the exact PDF of the agreement and read the OWN, the Car Booking Terms and these Terms. The number and hold do not yet constitute a contract. An unpaid attempt expires, but its number remains in the records; consequently, there may be gaps in the numbering of concluded agreements.

The customer accepts the specified versions of the documents and places the order using a button clearly indicating an obligation to pay. The customer pays 100% of the total price including VAT through Przelewy24. The rental agreement is concluded after successful payment has been verified and availability has been checked for the final time. A return screen from the payment gateway is not sufficient. After conclusion, WingSail emails the customer the agreement PDF and the accepted documents. A delay in handover attributable to WingSail does not increase the price.

The security deposit in the amount specified in the individual rental agreement is not part of the online payment. At handover, it is secured by a pre-authorisation hold on a credit card using a Paytel terminal. If driving entitlement cannot be verified or the pre-authorisation cannot be completed, handover is suspended. Any further settlement is handled individually in accordance with the agreement, the OWN and applicable law, without automatically retaining the entire rental price. Pre-authorisation does not, by itself, authorise arbitrary charges to the card.

The Car Booking Terms set out the rules on cancellation, the voluntary refund guarantee for consumers, changes, failure to collect the vehicle and complaints. For car rental services to be provided on a specific day or during a specified period, the statutory 14-day right of withdrawal from a distance contract does not, as a rule, apply. This does not limit WingSail's voluntary guarantee or any mandatory consumer rights. Vehicle rental enquiries: bus@wingsail.pl.

V. Complaints, personal data and version of these Terms

A complaint about the operation of the website or its forms may be sent to info@wingsail.pl or to the Company's registered address. For vehicle rental matters, bus@wingsail.pl may also be used. Please describe the matter and provide contact details for a reply and the case reference, if one has been assigned. WingSail replies within the period required by applicable law. Complaints concerning performance of a sailing trip or a vehicle rental are also subject to the documents applicable to the particular service.

The Privacy and Cookie Policy and the personal data information provided for the particular service explain how personal data are processed. Marketing consent is not required for data necessary to handle an enquiry or perform a contract.

The version of these Terms made available and accepted before payment, and retained with the relevant case, applies to the order. A later update does not change the terms of a contract already concluded. These Terms do not restrict the mandatory rights of consumers or travellers. Polish law applies to matters not covered by these Terms.