



## **Wayaya Island Resort Booking Terms & Conditions**

These terms and conditions are applicable to all guests booking either directly with Wayaya Island Resort ("WIR") or via a travel agent/online travel website.

### **Bookings, cancellations, amendments, and charges**

- All bookings are subject to availability, and WIR shall be entitled to refuse any booking on reasonable grounds.
- Charges will be at the quoted rates, on the terms set out in connection with the quoted rate, and may exclude taxes, service charges and items of a like nature where specified.
- We accept the following major credit and debit cards: Visa Credit & Debit Cards, Visa Prepaid Debit Card, MasterCard Credit & Debit Cards, AMEX, ANZ Local & International (issued in Fiji) Debit Cards, Westpac and BSP Local Debit Cards.

Full payment is required when booking. A 3% administration fee is payable on all credit and debit card payments for bookings and at the resort.

There are no ATM or Cash-Out facilities on the island. If you wish to pay your bill in cash, please ensure you bring this with you.

- All bookings require a 1-night deposit immediately to secure the booking and will not be confirmed until receipt of such payment.
- Final payment for the booking must be made 45 days prior to arrival
- All cancellations must be made in writing and confirmed by the resort.
- "No Shows" will be subject to room charges at the contract rate for all room nights booked.

- Any bookings cancelled between 8 and 30 days of travel will incur 50% cancellation fee.
- Bookings cancelled 7 days or less from the date of travel will be charged 100% cancellation fee.
- Guests who arrive late or depart early from the resort will be charged for the entire booking including unused accommodation.
- WIR may, at its option, cancel any booking not paid in full inside 45 days prior to arrival.
- Arrival and departure details must be supplied no later than 7 days prior to arrival (or supplied at time of booking inside 7 days of travel).
- Refunds can take up to 14 working days to be processed and the refund will only be made in the same mode of payment (e.g. same card used for sale).
- Other alterations to booking details may result in a rate change.
- All outstanding charges are to be paid upon check-out.
- WIR protects the privacy and confidentiality of personal information. For more details regarding our Privacy Policy, please contact us.

### **Hotel Regulations**

- Check in time is from 1400 hours
- Check out time is 1000 hours, later check out may result in an additional night being charged.
- All indoor areas, including bures and public spaces, of WIR are strictly non-smoking. Smoking is permitted in outdoor areas of the bures and designated areas of the resort.
- Pets may not be brought onto the premises.

- Guests shall comply with all rules, regulations, and instructions at WIR, including but not limited to security procedures, health and safety procedures, registration requirements, dress codes and during activities.
- WIR shall be entitled to refuse a guest entry or accommodation or to require a guest to leave the premises if unreasonable behaviour is displayed, be it threatening or abusive, causing disturbance to other guests or otherwise unacceptable.
- A safe is available in each bure for the storage of valuables as a service to guests; however, WIR will not accept liability for loss or damage to those items.

### **Child Policy**

- WIR is an adult only resort. Minimum age is 18 years of age at the time of travel.

### **Limitation of liability (incorporating the Hotels and Guest Houses Act (cap 195), Act No. 9 of 2006 Part 15, Passed by the House of Representatives this 20th day of February 2006, Passed by the Senate 15th day of March 2006.)**

- WIR/a manager is not liable to make good to any guest of theirs, any loss of or injury to any property brought to the hotel to a greater amount than \$120 unless the guest approves that:
  - The property was stolen, lost or damaged through the default, neglect or wilful act of the manager or their employee; or
  - The property was deposited by or on behalf of the guest expressly for safe keeping with the manager or with an employee of theirs authorised or appearing to be authorised for the purpose, and was, if so required by the manager or that employee, in a container fastened or sealed by the depositor; or
  - At the time after the guest arrived at the Hotel, whether the property was offered for deposit as aforesaid and the manager or their employee refused to receive it, or the guest wished to offer the property for deposit but, through the default of the manager or their employee, was unable to do so.

WIR shall not be liable for any loss of or damage to a guest's property which is:

- during participation in any activity; or
- caused or contributed to by the negligence of the guest or a reason of the type listed in the preceding paragraph; or
- not promptly reported to WIR on discovery
- WIR shall not be liable for loss of or damage to a guest's property except when proved to be caused through the negligence or wilful misconduct of WIR.
- The Company will not accept responsibility or liability for any injury which occur to guests whilst staying at WIR or due to participation in any activity.

### **FORCE MAJEURE**

Waya Island Resort shall not be liable or responsible for any failure or delay in the performance of its obligations specified herein arising out of, or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of war or terrorism, strikes, riots, accidents, civil or military disturbances, natural catastrophes or acts of God, virus outbreaks, pandemics, power or any other mechanical failures, computer virus, governmental action, or communications disruption.

Although while we will provide any assistance required Waya Island Resort will not be responsible for any relocation of guests or additional costs in the event of a Force Majeure. Travel Insurance is highly recommended.

### **LIABILITY**

WIR engage appropriate transfer operators or where another company or persons operate the tour, activity or excursion, diving, or shore transfers, Waya Island Resort is only acting as a Sales Agent. Responsibility for the operation and liability for any mishap lies with those operators solely. Waya Island Resort is not responsible for missed flights or any associated expenses due to late arrival at check-in counters.

All activities and/or excursions are subject to sea, weather, and other conditions. WIR reserves the right to substitute activities if the listed activity is unavailable. No refunds or compensation is offered for any unused proportion or change to an activity.

Guests participating in SCUBA Dive activities whether they be operated at WIR or in conjunction with a third-party provider, on or off site are required to sign an indemnity release with, age, and medical restrictions which apply to any SCUBA diving activities prior to participation/instruction/diving. A medical questionnaire must be completed by the Company operating the dive. SCUBA divers cannot fly for 24 hours after diving and the company accepts no liability for medical conditions experienced as a result of diving or flying after diving.

### **Property Disclaimer**

WIR is set within a natural island and protective of our marine environment containing fauna and flora that may be dangerous if at close contact. Whilst every effort is made by the staff and management of WIR to ensure the safety of its guests, guests acknowledge as a condition of making their bookings that neither WIR nor any of its staff shall be liable for the death or injury of any of its guests or for any direct, indirect or consequential loss or damage whatsoever (save where caused by the negligence or wilful misconduct of WIR) suffered by any of its guests arising out of or in connection with use of the facilities and activities offered by WIR, in particular (but not limited to) these involving flora and fauna, and the guest, by making a booking, releases WIR and its staff from all or any such liability.

### **Lost Property**

Where items belonging to guests have been found by a member of WIR staff, and where the owner can be clearly identified, guests will be contacted, and any confirmed item returned to them by registered mail or courier at the expense of the guest. In the event the owner of any found item cannot be identified it will be recorded and held in security for a period of three (3) months. If after this period the owner of the lost article has not contacted the property or has otherwise been identified, the article will be disposed of. In the event

the lost article may be of tangible benefit, the lost article will be given to a local charity organisation after the three (3) month period has lapsed.

### **Alcohol Policy**

Waya Island Resort is not a BYO alcohol resort. Waya is a fully licensed resort and does not accept BYO alcohol unless it is the duty-free allowance per adult (which is 2.5ltrs of Spirits or 4.5ltrs of Wine). The duty-free allowance can only be consumed in the privacy of bures and is not allowed to be brought into the bars and restaurants. Any alcohol more than the duty-free allowance per person is strictly prohibited and will be removed and held by Resort Management until departure.

### **Restaurant/Bar Policy**

The Restaurant at Waya is intimate. We do not allow multiple large tables in the restaurant. If guests want to sit together for all meals on tables of 6 or 8 then special arrangements must be made so that a venue can be allocated, and special menus selected.

The resort Liquor License allows service and sales until midnight only. Later service must be on request to the Resort Manager.

### **Governing Law**

These terms and conditions are covered in all respects by the **LAW OF FIJI** and any legal action arising under the contract shall be litigated only in the appropriate court having jurisdiction in that country.

### **Travel Insurance**

We strongly recommend appropriate travel insurance coverage for all visitors to Waya Island Resort to cover cancellation penalties levied as a result of, a

pandemic, inclement weather, airline or other transportation delays, other unforeseen disruptions, cancellations, or delays or in the event of illness.