



Malolo  
ISLAND • FIJI

## **IMPORTANT PLEASE READ**

### **AIR SERVICES INFORMATION YOU NEED TO KNOW**

#### **TERMS & CONDITIONS**

By receiving this document you will have deemed to have read, understood and accepted the contents.

Thank you for booking with Malolo Island Resort (MIR) and associated seaplane transfers. Please note the following important information:

1. Seaplane transfers are operated by third party companies with no affiliation to Malolo Island Resort other than, they supply us and other resorts with transport services.
2. Seaplane transfers can only operate in daylight hours and there are no arrivals/departures at Malolo Island Resort prior to 8am.
3. Your booking includes only a seat on a seaplane – it is not a private charter.
4. A strict 15kg per person luggage allowance applies on all seaplanes and excess luggage fees can apply. Please refer to the respective operators' websites for further information and details on allowances and excess costs.
5. Departure times, to and from the resort are determined solely by the carrier. While every effort will be made to schedule transfers to and from the resort to meet your specific flight arrival and departure times the carrier will ultimately determine times according to their schedules and prevailing weather conditions and any technical or mechanical problems they may be incurring at the time.
6. On arrival at Nadi International Airport, a representative from the seaplane will meet you and escort you to the check-in area. The representative will be waiting for you in the arrival concourse and will be holding a sign saying Malolo Island Resort with their company logo. Please ensure you take note of the seaplane company on your booking confirmation.
7. If for some unforeseen reason there is nobody to greet you on arrival, please make your way to the **Rosie Holidays Airport Office** or your designated ground handler's office located in the arrivals concourse for assistance.
8. In the case of inclement weather or technical/mechanical issues, the transport company reserves the right to arrange earlier or later pickups or departures as well as make alternative transfer arrangements whether by air or sea.
9. In the event of all travel being cancelled altogether due to adverse weather or other unforeseen circumstances accommodation will be arranged either on the mainland or on the resort. Conditions and meal charges apply for those unable to depart the resort due to cancellation of ALL Sea and Air transfers.
10. MIR is not responsible for guests failing to meet departing flights in time if Seaplane services are cancelled or rescheduled and/or where alternative transfer means and times have been offered.

## **LIMITATION OF LIABILITY**

- MIR may engage appropriate transfer operators and other providers to coordinate and provide certain services. The transfer operators and other providers are solely responsible for and liable for providing their respective services. Guests/visitors are also subject to specific terms and conditions imposed by other providers
- MIR shall not be liable for any loss of or damage to a guest's property which is during participation in any activity including transfers to/from the resort; or is 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 MIR on discovery
- MIR 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 MIR
- MIR will not accept responsibility or liability for any injury which occurs to guests whilst staying at MIR or due to participation in any activity including transfers to/from the resort

## **FORCE MAJEURE**

In the event that performance of this Agreement is delayed or prevented by any cause reasonably beyond the Resort's control, including, without limitations, any acts or orders of government authorities, or by fire, flood or explosion, sale of the Resort, necessary and essential construction, arrest or seizure and legal process, strike or other restraint of labour from whatever cause including flight delays, or act of terrorism, the Resort will be discharged of its obligation to provide accommodation or other services.

## **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 Malolo Island Resort to cover cancellation penalties levied as a result of inclement weather, airline or other transportation delays, other unforeseen disruptions, cancellations or delays or in the event of illness.