



Malolo Island Resort Booking Terms & Conditions

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

Bookings, cancellations, amendments and charges

- All bookings are subject to availability, and MIR 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, Diners Club, ANZ Local & International (issued in Fiji) Debit Cards, Westpac and BSP Local Debit Cards. Full payment is required when booking. A 2.5% 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 2 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 21 days of travel will incur 75% cancellation fee.
- Bookings cancelled 7 days or less from the date of travel will be charged 100% cancellation fee.
- **Rooms cancelled (including amendments requiring any part of the stay being cancelled) within twenty-eight (28) days during peak season (1 April 2023– 31 October 2023 and 22 December 2023 – 7 January 2024) will be charged a full cancellation fee for all room nights booked. This also includes bookings made and cancelled (including amendments to the original stay) within this timeframe.**
- Guests who arrive late or depart early from the resort will be charged for the entire booking including unused accommodation.
- MIR 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.
- Other alterations to booking details may result in a rate change.
- All outstanding charges are to be paid upon check-out.
- MIR protects the privacy and confidentiality of personal information. For more details in regards to our Privacy Policy, please click [here](#).

Adverse Weather Event Cancellation Policy

The following cancellation/payment terms and conditions relate to all guests whose stays are affected by an adverse weather event eg cyclone, and includes delayed arrivals to the resort, early departures from the resort and relocation of guests residing in the resort.

1. **The resort strongly recommends that guests purchase travel insurance. This is especially important during the cyclone season when disruption of stays can occur.**
2. Guests are not entitled to a refund for unused nights at the resorts due to the cyclone event being categorised as "Force Majeure"
3. Guests staying at the resort who are required to be relocated to the mainland, guests who depart early and guests who are unable to arrive for their scheduled booking due to the cyclone are responsible to pay directly to the mainland hotels for their accommodation charges and any additional transfer charges and meals - even if they have purchased a meal plan with the resort.

4. Guests who have booked through a travel agent, must have their agent make any alternative arrangements with regards to transfers and relocation on the mainland.
5. The resort will assist in the arrangements for guests who have booked directly with the resort, but will offer a letter to all guests with the details of the relocation so the guest can claim on travel insurance.
6. The letter for insurance will include relevant weather, transport cessation, Port closure advices, etc.
7. If the resort/s has to close due to cyclone damage and arrival guests are unable to stay, they may defer their stay for up to 12 months from their original travel dates, or receive a full refund.

Hotel Regulations

- Check in time is from 1500 hours
- Check out time is 1100 hours, later check out may result in an additional night being charged.
- All indoor areas, including bures and public spaces, of MIR 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 with the exception of guide dogs.
- Guests shall comply with all rules, regulations and instructions at MIR, including but not limited to security procedures, health and safety procedures, registration requirements, dress codes and during activities.
- MIR 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 MIR will not accept liability for loss or damage to those items.

Child Policy

- Malolo is a family resort and we accept guests of all ages. We also accept day-trip guests (subject to occupancy levels)

Limitation of liability & Force Majeure

(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.)

- MIR/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.
- MIR 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 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.
- The Company will not accept responsibility or liability for any injury which occur to guests whilst staying at MIR or due to participation in any activity. Guests participating in SCUBA diving and activities are requested to sign an Indemnity Release prior to participation/instruction/diving.

- In the event that performance of this Agreement is delayed or prevented by any cause reasonably beyond MIR's control, including, without limitations, any acts or orders of government authorities, or by fire, adverse weather, flood or explosion, sale of MIR, 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, MIR will be discharged of its obligation to provide accommodation or other services.
- MIR may engage appropriate transfers 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 are also subject to specific terms and conditions imposed by other providers.

Property Disclaimer

MIR is set within a natural island and marine park reserve containing fauna and flora that may be dangerous if at close contact. Whilst every effort is made by the staff and management of MIR to ensure the safety of its guests, guests acknowledge as a condition of making their bookings that neither MIR 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 MIR) suffered by any of its guests arising out of or in connection with use of the facilities and activities offered by MIR, in particular (but not limited to) these involving flora and fauna, and the guest, by making a booking, releases MIR and its staff from all or any such liability.

Lost Property

Where items belonging to guests have been found by a member of MIR 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 logged 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

Malolo Island Resort is not a BYO alcohol resort. Malolo 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 in excess of the duty free allowance per person is strictly prohibited and will be removed and held by Resort Management until departure.

Restaurant/Bar Policy

The Restaurants at Malolo are intimate. We do not allow multiple large tables in any outlets. 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 Malolo 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.