



IMPORTANT PLEASE READ

WATER TAXI 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 water taxi transfers. Please note the following important information:

1. Water taxi 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. Your booking includes a private charter of the vessel.
3. Please refer to the respective operator's website for further information and details.
4. 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 sea/weather conditions and any technical or mechanical problems they may be incurring at the time.
5. Depending on the package or booking arrangements you have made with us, on arrival at Nadi International Airport, a representative from your designated ground handler or **Rosie Holidays** will meet you and escort you to your private car transfer to Port Denarau and the water taxi check-in area. The representative will be waiting for you in the arrival concourse (this is only if this has been prearranged at time of booking).
6. Depending on the package or booking arrangements you have made with us On departure from the resort and subsequent arrival to Port Denarau, a **Rosie Holidays** or your designated ground handler representative will meet and escort you to your private car transfer to the airport. (this is only if this has been prearranged at time of booking).
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 by sea, including pooling guests into larger vessels. There will be no refund/reduction in price if this occurs.
9. For evening arrivals, if the weather/sea conditions are not suitable to travel to the resort, the water taxi company will advise this at Port Denarau. The resort can arrange suitable accommodation on the mainland and your transfer will be rescheduled to the following morning – again weather/sea conditions pending.
10. 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.

11. MIR is not responsible for guests failing to meet departing flights in time if water taxi 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 pandemic, 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.