



Raiwasa Booking Terms & Conditions

These terms and conditions are applicable to all guests booking either directly with Raiwasa or via a travel agent/online travel website. Your contract is solely with Raiwasa.

Any deposits or payments made to Raiwasa shows acknowledgment and acceptance of the terms and conditions stated herein.

These Booking Terms & Conditions are the only contract other than Waivers of Liability for activities between Raiwasa and the person making the payments who must be 18 or older on behalf of all persons visiting Raiwasa.

Travel Insurance - IMPORTANT

We strongly recommend appropriate travel insurance coverage for all visitors to Raiwasa to cover cancellation penalties levied as a result of epidemic or pandemic restrictions, inclement weather, airline or other transportation delays, other unforeseen disruptions, cancellations or delays or in the event of illness.

Bookings, cancellations, amendments and charges

- ✧ All bookings are subject to availability, and Raiwasa shall be entitled to refuse any booking on reasonable grounds.
- ✧ **All bookings require a 25% non-refundable deposit** to secure the booking and your booking will not be confirmed until receipt of such payment. A 5-day villa hold will be extended if you are paying via wire transfer, ACH, bill pay or check. When we receive your deposit your space will be reserved.
- ✧ Charges will be at the quoted rates, taxes are additional and will be displayed on a separate line.
- ✧ Cash is not accepted at the villa, unless you make prior arrangement with reservations.
- ✧ **A 3.0 % administration fee is payable on all credit and debit card payments** for bookings and any incremental costs at the Villa.
- ✧ **Final payment for the booking must be made 60 days prior to your arrival date.** If a booking is made within the 60-day of arrival, full payment must be received before the booking can be confirmed.
- ✧ All cancellations must be made by email and confirmed by reservations.
- ✧ **Any bookings cancelled less than 60 days prior to arrival will occur a 100% cancellation fee,** which you hereby authorize us to charge your credit or debit card for.
- ✧ **Forced closures as a result of an epidemic or pandemic or other medical unforeseen event including but not limited to quarantine is not under our control and may result in us being unable to accommodate you, please take proper precautions by insuring your trip.**
- ✧ In the event that you contract a medical illness including but not limited to Covid during your stay there may be a mandatory government required quarantine. Because you are staying in one property with no other guests, we will not be able to accommodate you during this quarantine period as we must disinfect and prepare the property for our next guests. We will do everything in our power to find you alternative quarantine accommodation on the island. These additional



costs are under your responsibility, and you will be responsible to pay for those accommodations directly to the property you are staying at.

- ✧ “No Shows” will be subject to room charges at the contract rate for all room nights booked, which you hereby authorize us to charge your credit or debit card for.
- ✧ Guests who arrive late or depart early from Raiwasa will be charged for the entire booking including unused accommodation, which you hereby authorize us to charge your credit or debit card for.
- ✧ We reserve the right and you hereby authorize us to charge your credit or debit card for any damage incurred to the Villa during your stay (including without limitation any special cleaning) or for any items that are missing when you leave.
- ✧ Arrival and departure details must be supplied no later than 30 days prior to arrival.
- ✧ Refunds can take up to 15 business days to be processed.
- ✧ Other alterations to booking details may result in a rate change.
- ✧ All outstanding charges are to be paid upon checkout.
- ✧ Raiwasa protects the privacy and confidentiality of personal information, let us know if you prefer not to receive any emails after your departure.

Villa Regulations

- ✧ Check in time is from 2PM (14:00)
- ✧ Check out time is 10 AM (10:00), later check out may result in an additional night being charged.
- ✧ All indoor areas, including bures are strictly non-smoking.
- ✧ Smoking is permitted in outdoor areas.
- ✧ Except for guide dogs, pets may not be brought onto the premises. However if you believe your pet is well behaved and quiet, speak to your reservation agent.
- ✧ Raiwasa managers shall be entitled to refuse a guest entry or accommodation or to require a guest to leave the premises if unreasonable behavior is displayed, be it threatening or abusive, causing major disturbance or otherwise unacceptable.
- ✧ A safe is available in the villa for the storage of valuables as a service to guests; however Raiwasa will not accept liability for loss or damage to any items stored in such safe.
- ✧ Raiwasa does not accommodate more than four adult guests (and 2 children) and guests may not permit additional guests to spend the night in the villa without prior consent of the manager. The accommodation may only be sub-let, shared or assigned by you with our express agreement, otherwise only persons detailed on the booking information are permitted to stay in the villa.

Child Policy

- ✧ Raiwasa accepts children. However keep in mind that the villa is not baby or child proof and there are many areas where your child may fall and be harmed if not supervised by an adult. A child is an individual under 18.
- ✧ The pool does not have an alarm system or a lifeguard on duty. **USE OF THE POOL AND OTHER FACILITIES ARE ENTIRELY AT YOUR OWN RISK.** These areas can be dangerous and children should be supervised at all times and always accompanied by an adult.



Limitation of liability

- ✧ Under no circumstances will Raiwasa, any booking agent, manager or other person associated with Raiwasa be responsible for the loss, theft or damage of any property, death or personal injury.
- ✧ Raiwasa will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Raiwasa, its employees, contractor or agents or otherwise). Raiwasa's total liability shall not exceed the value of the charges received by it under this booking contract.
- ✧ Each guest hereby indemnifies Raiwasa, its employees, management and affiliates and will keep them indemnified against any liability, claim, demands, costs, charges or expenses arising as a result of the afore mentioned.
- ✧ Neither the OWNERS nor Raiwasa will accept any liability whatsoever for accidents, personal injury, death, loss and/or damage to persons, personal effects however caused. Neither the OWNERS nor Raiwasa will accept any responsibility or any liability arising from the use of the pool, the villa and its contents or surrounding areas, any vehicle, or the contents of any vehicle used, hired or engaged by the GUEST or their party during their stay at Raiwasa. By confirming this booking, the GUEST accepts that Raiwasa and OWNERS are not responsible for any consequences of the GUEST's participation in any activities or excursions during his/her visit to the resort, including activities or excursions arranged through Raiwasa such as but not limited to Bicycles, Kayaks, Stand up Paddle boards, Boats and use of snorkeling gear. The OWNERS and/or Raiwasa will not accept responsibility or liability for inability of the Guest or any member of the Guest's party to enter the location of the villa or stay at the villa for all or part of the Rental Period as a result of failure to obtain appropriate travel or visa documentation, vaccinations, medical tests, cancellation or amendments to travel arrangements or the missing of flights or travel connections. The OWNERS and/or Raiwasa will not accept responsibility or liability for any delay, additional expense or difficulties with the villa which make it unsafe or unusable, which maybe caused directly or indirectly by events outside of their control such as late arrival of international flights, including without limitation, acts of Gods, acts of civil or military disturbances, acts of Government power failures, fires, floods, epidemics including but not limited to Covid, wars, riots and acts of terrorism, or any other circumstances which amount to 'force majeure'.
- ✧ Raiwasa will not accept responsibility or liability for any injury, which occur to guests whilst staying at Raiwasa or due to participation in any activity. Guests participating in any and all Activities including but not limited to scuba diving, fishing, boating, horseback riding, hiking, bicycling are requested to sign an Indemnity Release prior to participating in such activities.
- ✧ Raiwasa will not accept responsibility or liability for any injury, which occur to minor guests (under 21) whilst staying at Raiwasa or due to participation in any activity. Children and young adults are the responsibility of their parents or guardian.
- ✧ In the event that performance of this Agreement is delayed or prevented by any cause reasonably beyond Raiwasa's control, including, without limitations, any acts or orders of government authorities, including quarantine, failed medical tests or by fire, flood, cyclone or explosion, necessary and essential construction, arrest or seizure and legal process, strike or other restraint of labor from whatever cause including flight delays, or act of terrorism, Raiwasa will be discharged of its obligation to provide accommodation or other services.
- ✧ In the event that you contract a medical illness including but not limited to Covid while at Raiwasa, governmental may mandate a quarantine period. Raiwasa is not responsible for accommodating you during this period nor to pay for your food or medical care.



- ✦ Raiwasa may engage appropriate transfers operators and other providers (Scuba diving) 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 the other providers.

Property Disclaimer

Raiwasa is set on Taveuni Island in an area containing fauna, insects and flora that may be dangerous. Whilst every effort is made by the staff and management to ensure the safety of its guests, guests acknowledge as a condition of making their bookings that neither Raiwasa nor any of its staff shall be liable for the death or injury of any of its guests and or for any direct, indirect or consequential loss or damage whatsoever suffered by any of its guests arising out of or in connection with use of the facilities and activities offered by Raiwasa, in particular (but not limited to) these involving flora and fauna, and the guest, by making a booking, releases Raiwasa and its staff from all or any such liability.

Disclaimer

To the fullest extent permissible under applicable law, Raiwasa disclaims any and all representations, warranties, conditions, duties and other terms of any kind, whether express or implied by statute, custom or usage of every nature whatsoever, except any duties of good faith, (including, without limitation, any express or statutory warranties, and any conditions or warranties whether they are implied or not by law of satisfactory quality, non-infringement, compatibility, security, merchantability, accuracy, fitness for particular purpose, timeliness, conditions of completeness, performance, availability, lack of negligence or of workmanlike effort and the use of reasonable care and skill or any implied warranty arising from course of dealing or usage or trade).

Lost Property

Where items belonging to guests have been found by a member of Raiwasa staff, and were 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 at 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 organization after the three (3) month period has lapsed.

Restaurant/Bar Policy

The Raiwasa Liquor License allows service and sales until midnight only. Later service must be on request to the Resort Manager. The manager at his discretion can stop serving alcoholic beverages to the guests should he or his staff considers alcoholic consumption to be unsafe for the guest or the Raiwasa staff.



Force Majeur

Raiwasa is not liable for failure to perform its obligations under this contract if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, cyclone or other natural disaster) or other force majeure events such as war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics, pandemics or outbreaks.

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.



I am the Lead traveler for this booking and I acknowledge that I have carefully read the contents of this agreement entitled, "Terms and Conditions" and I accept, in behalf of all people traveling, that these Terms and Conditions form a written contract between the travelers and Raiwasa. I further confirm that I have the authority to execute these terms and conditions on behalf of all persons traveling with me as specified in the travel documents and/or specified below. We understand that by booking our stay that we are agreeing to the full terms and conditions even if we do not physically sign off on them.

Name: _____

Email: _____

Phone: _____

Date: _____

Signature: _____

This signature further acts as a proof of signature for credit card companies.