

# Likuliku Lagoon Resort Booking Terms & Conditions

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

# Bookings, cancellations, amendments and charges

- All bookings are subject to availability, and LLR 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 (including amendments requiring any part of the stay being cancelled) between 15 and 45 days of travel will incur 75% cancellation fee.
- Any bookings cancelled (including amendments requiring any part of the stay being cancelled) 14 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 forty-five (45) days of arrival from 1 April 2024– 31 October 2024 & 20 December 2024 17 January 2025, 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.
- LLR 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.
- LLR 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.
- 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.
- This also strictly applies when splitting room category stays. Please note: We are unable to guarantee bure numbers and/or locations. If a guaranteed early check-in is required, guests are advised to pre-register their room the night before. If a late check-out is required, the following room-only charges will apply payable directly at the Resort, subject to availability:
  - Check-out up to 1pm: FJD\$350
  - Check-out up to 3pm: FJD\$650
  - Check-out up to 5pm: FJD\$950

**NOTE:** The room rate is inclusive of meals based on a 3pm check in time and 11am check out time – therefore, on day of arrival it includes dinner only and on day of departure, includes breakfast only. For early arrivals prior to the 3pm check-in requiring lunch, a la carte menu prices will apply payable directly at the resort. The same will apply for late check-out guests requiring lunch and/or dinner on day of departure.

- All indoor areas, including bures and public spaces, of LLR 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 LLR, including but not limited to security procedures, health and safety procedures, registration requirements, dress codes and during activities.
- LLR 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 LLR will not accept liability for loss or damage to those items.
- All bures do not accommodate more than two guests and guests may not permit additional guests to spend the night in any bure.
- New Year's Eve attracts a FJD\$300pp surcharge payable prior to arrival

## **Child Policy**

• Likuliku is an adults only resort and we are unable to accept guests under 17yrs. We also do not accept day-trip guests.

## Limitation of liability & Force Majeure

- LLR 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 LLR on discovery
- LLR 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 LLR.
- The Company will not accept responsibility or liability for any injury which occur to guests whilst staying at LLR 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 LLR's control, including, without limitations, any acts or orders of government authorities, or by fire, adverse weather, flood or explosion, sale of LLR, 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, LLR will be discharged of its obligation to provide accommodation or other services.
- LLR 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**

LLR 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 LLR to ensure the safety of its guests, guests acknowledge as a condition of making their bookings that neither LLR 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 LLR) suffered by any of its guests

arising out of or in connection with use of the facilities and activities offered by LLR, in particular (but not limited to) these involving flora and fauna, and the guest, by making a booking, releases LLR and its staff from all or any such liability.

### Lost Property

Where items belonging to guests have been found by a member of LLR 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 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**

Likuliku Lagoon Resort is not a BYO alcohol resort. Likuliku 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 restaurant. 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 Restaurant at Likuliku is intimate and designed with couples in mind. We do not allow tables of more than 6 guests, and then, only table of this size at a time. If guests want to sit together for all meals on tables of 6 or 8 then special arrangements must be made so that our Private Dining Room 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 *Likuliku Lagoon Resort* to cover cancellation penalties levied as a result of: a pandemic, adverse weather, airline or other transportation delays, other unforeseen disruptions, cancellations or delays or in the event of illness