

FIJI HOLIDAYS BOOKING TERMS AND CONDITIONS

1 BACKGROUND

The Booking Conditions form the basis of your contract with Fiji Holidays. Please read them carefully as they set your and our respective rights and obligations. By proceeding with a Booking you acknowledge that you have read and understood all the terms of the Booking Conditions and accept and agree with them. Do not proceed or complete a Booking if you disagree with any of the terms of the Booking Conditions.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this document the following words have the following meanings unless the context requires otherwise:

Booking means a package of Travel Products purchased or to be purchased through the Portal;

Booking Conditions means these booking terms and conditions, the Privacy Policy, other applicable terms and conditions to our engagement with you and any other information we bring to your attention in respect of a Booking, as varied or replaced from time to time;

Booking Party includes all the persons on whose behalf a Booking is made;

Change means any alteration, amendment, addition, reduction or cancellation of a Booking;

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to the contract between us and you;

Fiji Airways Conditions of Carriage means the terms and conditions of carriage of Fiji Airways available at <https://www.fijiairways.com/media/746659/fiji-airways-terms-and-conditions-of-carriage.pdf>;

Fiji Airways means Air Pacific Ltd trading as Fiji Airways;

Fiji Holidays means Air Pacific Ltd trading as Fiji Holidays;

Handling Fee means a service and handling fee of up to 5% of the total purchase price of your Booking;

Portal means our online holiday sales and marketing platform and reservation system available at <https://www.fijiairways.com/fiji-holidays/> and includes all associated software owned or licensed by Fiji Holidays;

Privacy Policy means our privacy policy available at <https://www.fijiairways.com/privacy-policy/>;

Travel Product means a travel related service or product including airfares, hotel and resort rooms, spa packages, food and beverage packages, events packages, cruises and transfers;

Travel Product Supplier means a person, company or other entity that provides or procures a Travel Product in connection with a Booking; and

Travel Product Terms means the applicable terms and conditions of the Travel Product Supplier relating to the supply of a Travel Product in connection with a Booking.

2.2 Interpretation

In the Booking Conditions, references to:

- (a) the singular includes the plural and vice versa;
- (b) “including” and “for example” are not words of limitation;
- (c) a thing (for example a Booking) includes the whole or part of that thing;
- (d) “you” and “your” includes all members of the Booking Party; and
- (e) “our”, “us” or “we” means Fiji Holidays.

Where you make a Booking on behalf of yourself and members of your Booking Party, each member of your Booking Party will be jointly and severally liable under the Booking Conditions.

3 OUR SERVICE

3.1 What we do

We provide you with access to the Portal. The Portal allows you to acquire Travel Products from Travel Product Suppliers by making a Booking. The Travel Products are marketed and sold to you as a package. We act on behalf of the Travel Product Suppliers in providing you with access to book a package that will include two or more Travel Products, including an airline ticket with Fiji Airways. Our liability and responsibility to you is set out in detail in section 9.

3.2 What we do not do

We do not provide you with the Travel Products. Once you complete a Booking, the Travel Product Supplier(s) will provide you with the respective Travel Products included in your Booking.

The relevant Travel Product Supplier(s) is liable to you for providing the respective Travel Products and for any breach of the Travel Product Terms in providing you with the Travel Products.

3.3 Conditions of Travel Product Suppliers

Travel Product Terms may also apply to your Booking and are available directly from the Travel Product Supplier. We will make the relevant Travel Product Terms available to you where the relevant Travel Product Supplier provides them to us. The Travel Product Terms may include rules and restrictions about the use and availability of fares, products and services, refund and cancellation policies and conditions of carriage and may seek to limit or exclude the relevant Travel Product Supplier's liability to you for death, personal injury, delay and loss or damage to baggage.

Fiji Airways' Travel Product Terms are outlined in the Fiji Airways Conditions of Carriage, which provides general information related to booking and flying with Fiji Airways. It is important that you familiarise yourself with the Fiji Airways Conditions of Carriage prior to completing your Booking. Other transporter providers, such as cruise companies, may also have their own specific conditions of carriage. You acknowledge that a copy of the relevant conditions of carriage including the Fiji Airways Conditions of Carriage were made available to you through the Portal as part of the Booking process and they are acceptable to you.

We do not (and cannot) provide you with the Travel Products and you do not pay us for acquiring the Travel Products. We do not act as your agent when you make a Booking through the Portal or from a Travel Product Supplier or when you seek a refund from a Travel Product Supplier. We accept no liability or responsibility in connection with any Booking, Travel Product or supply from any Travel Product Supplier. Our liability and responsibility to you is set out in detail in section 9.

4 THE PORTAL

4.1 Booking Conditions

Your use of the Portal is subject to the Booking Conditions. We may at any time modify the Booking Conditions and the changes will come into effect once they are uploaded into the Portal. You acknowledge and agree that your continued use of the Portal is subject to the Booking Conditions in force at the time of your use.

4.2 Use of the Portal

The Portal is for your personal, non-commercial use in order to complete a Booking. You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Portal.

4.3 Risk

Your access to and use of the Portal and any third party websites linked to the Portal is solely at your own risk.

We make no warranty whatsoever about the reliability, stability or virus free nature of the Portal or any third party websites linked to the Portal.

4.4 Indemnity

As a condition of your use of the Portal you agree to hold harmless and indemnify us, our directors, officers and employees, our affiliates, our contractors and our suppliers from and against any and all Claims connected with or resulting from:

- (a) your use of the Portal; and
- (b) your use of the Travel Products.

5 CONDITIONS AND RESTRICTIONS

5.1 General conditions

By proceeding with a Booking you:

- (a) represent and warrant that you:
 - (i) have the power and authority to complete your Booking and accept the Booking Conditions on behalf of each member of the Booking Party;
 - (ii) have considered taking out comprehensive travel insurance from a third party travel insurance provider;
 - (iii) are old enough to enter legally binding contracts through the Portal (and where placing an order for Travel Products with age restrictions declare that all members of the Booking Party are of the appropriate age to use or attend the relevant Travel Products);
 - (iv) have only provided information to us about the Booking Party that is true, accurate, current and complete (apart from any optional items);
 - (v) will use the Portal in accordance with the Booking Conditions and you will not use the Portal in any way to breach any laws or defame anyone; and
 - (vi) will maintain and promptly update us if any of the information that you have provided to us at the time you complete your Booking changes;
- (b) agree to make payments, and authorise us to make payments on your behalf, in accordance with section 6; and
- (c) acknowledge and agree that we may disclose some or all of your personal information as outlined in our Privacy Policy and the terms of our Privacy Policy are incorporated into the Booking Conditions.

5.2 General Booking restrictions

Some Travel Product Suppliers impose restrictions on who can use their Travel Products.

Please contact our office before proceeding with a Booking if:

- (a) the relevant Travel Product is to be used by:
 - (i) a person requiring medical clearance to travel; or
 - (ii) an unaccompanied minor being a person under the age of 18 years;
or
- (b) the Booking is to be used as a group conference.

5.3 Special request

We do not accept a Booking that is conditional upon a special request being met. If you have a special request, you must advise us of that request at the time of completing the Booking. You should then confirm your special request to us in writing.

While every effort will be made by us to satisfy any reasonable special request, we cannot guarantee that such special requests will be fulfilled. If we or a Travel Product Supplier does not satisfy a special request, you will not be entitled to any compensation or refund or otherwise have any applicable cancellation fee or Handling Fee waived if you wish to Change your Booking.

5.4 Medical assistance

It is your responsibility to ensure that each Travel Product included in your Booking is appropriate for each member of your Booking Party.

If you have any medical issue or concern that may affect your enjoyment of the Booking, you must provide us with full details of the medical issue or concern before completing your Booking and details of the proposed Travel Products included in the Booking. We will then make reasonable efforts to liaise with the relevant Travel Product Supplier in connection with your proposed Booking before the Booking is confirmed so that we can provide you with such information reasonably required to allow you to determine the suitability of the proposed Booking.

If the Travel Product Supplier or we are unable to properly accommodate the particular needs of the member of your Booking Party with the medical issue or concern, the Travel Product Supplier and we reserve the right to decline the Booking. If full details of any relevant medical issue or concern are not given to us at the time you make the Booking, we reserve the right to cancel the Booking when we become aware of these details. Cancellation charges in accordance with section 7.2 may apply.

In no circumstances do we:

- (a) give any guarantee that the Travel Product is appropriate for the Booking Party; or
- (b) accept any liability or responsibility for your decision to proceed with the relevant Booking.

5.5 Your behaviour

Each member of your Booking Party is expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests.

We reserve the right to terminate your Booking immediately if in our opinion or in the opinion of any Travel Product Supplier, any member of the Booking Party causes or is likely to cause distress, danger or annoyance to any other person or other third party or damage to any property, or to cause a delay or diversion to transportation.

In such circumstances:

- (a) your Booking will immediately come to an end;
- (b) you will not be entitled to any compensation or refund;
- (c) neither we nor the Travel Product Supplier will have any further obligations to you; and
- (d) it is the decision of the particular Travel Product Supplier as to whether any outstanding Travel Product not yet provided will be provided.

6 BOOKING AND PAYMENT TERMS

6.1 Availability of Travel Products

The Travel Products offered on the Portal are subject to availability and can be withdrawn without notice by us or the Travel Product Supplier. Travel Products may also change at any time in accordance with the Travel Product Terms.

6.2 Currency

Pricing displayed on the Portal is in Fijian dollars unless otherwise specifically denoted. Payments processed in foreign currency may incur currency conversion and administration fees.

6.3 Payment

You must pay the purchase price of your Booking in full at the time you complete your Booking.

The purchase price comprises rates for each Travel Product together with our fee for packaging the Travel Products. Our fee varies from time to time and from package to package.

Our confirmation receipt does not separate the purchase price for each Travel Product and our fee. We cannot provide a confirmation receipt or invoice that separates the full purchase price in this manner.

6.4 Confirmation

Your Booking is confirmed when you receive our confirmation receipt.

We will not issue a confirmation receipt for your Booking until you have provided all the information required to complete a Booking and have paid for the Booking in full. If you believe that any details on the confirmation receipt (or any other document) are wrong you must advise us immediately as changes made at a later date may be subject to a Handling Fee as well as any applicable fees or non-refundable amounts charged by Travel Product Supplier under the Travel Product Terms (see section 7.1).

6.5 Taxes

You will be required to pay all taxes associated with your Booking and your use of Travel Products. Such taxes include taxes imposed in connection with the supply of Travel Products and taxes levied on our fees.

In most cases, taxes are incorporated into the purchase price. However, where taxes are quoted separately or are not otherwise included in the purchase price, you will be required to pay such taxes in addition to the purchase price at the same time as paying the purchase price. Further, if a government agency or authority increases taxes associated with a Travel Product after a Booking is confirmed, you may be requested and will be required to pay that increase on demand.

6.6 Changes to full purchase price

We endeavour to ensure that all details of Travel Products and prices for Bookings displayed on our Portal are accurate and up to date. Such details and prices may vary from time to time, depending on requirements of the relevant Travel Product Suppliers or for other reasons.

We reserve the right to vary the purchase price of a Booking in any circumstances, including:

- (a) where the wrong price for a Travel Product was notified to us by the relevant Travel Product Supplier;
- (b) where the wrong price for the Booking was either advertised on the Portal or was otherwise furnished to you due to clerical or technical error; or
- (c) where there has been an increase in any external costs included as part of the Booking, such as an increase in transportation costs and taxes.

6.7 Authorisation to draw on credit card

You authorise us to charge your credit card for the purchase price. The authorisation extends to:

- (a) any taxes or charges required to be paid on the Travel Products and where applicable, taxes or charges on the Booking;
- (b) any increase to the purchase price including taxes and other charges and fees that you are required to pay in accordance with the Booking Conditions; and
- (c) any other fees or payments payable by you under the Booking Conditions.

Upon completing your Booking you also authorise us to facilitate payments for Travel Products on your behalf, including releasing payment for a Travel Product to the relevant Travel Product Supplier.

7 CHANGES AND CANCELLATIONS

7.1 Changes by you

If you or any member of your Booking Party wishes to Change your Booking, you must notify us by email. Your notice may only be actioned, subject to availability and the relevant Travel Product Terms, when it is received by us by email.

Any Change of your Booking may be subject to you paying us a Handling Fee at our discretion.

We will deduct the Handling Fee from any amounts that may be refunded to you in relation to a Change. If there are any additional amounts payable in relation to a Change, you must pay us that amount as we notify you, before the Change may be implemented. Final implementation of the Change will be subject to availability and the relevant Travel Product Terms once payment is received from you if applicable. We will not charge you a Handling Fee if you Change your Booking due to a breach by us of our obligations to you under the Booking Conditions or due to our fault.

7.2 Cancellation by you

If a Change results in the cancellation of a Booking, then in addition to the Handling Fee that may be applied in accordance with section 7.1, you may be subject to pay a cancellation fee at our discretion in accordance with the following table:

Period before commencement of the Booking within which notice of the cancellation is received by us	Amount of cancellation fee
From 60 to 31 days	25% of the purchase price of the Booking
From 30 to 15 days	50% of the purchase price of the Booking
Less than 15 days	100% of the purchase price of the Booking
No-show	100% of the purchase price of the Booking

In addition to our cancellation fee, please be aware that a Travel Product Supplier may also charge additional cancellation fees as advised during your Booking. We retain the ability to deduct any additional cancellation fee charged by a Travel Product Supplier in addition to the Handling Fee and our cancellation fee.

Please note that airline tickets with Fiji Airways are generally non-refundable. This means that if you cancel your Booking, you are unlikely to receive any refund for that component of your Booking relating to the airline ticket even where the Booking is cancelled more than 60 days prior to the scheduled commencement of the Booking.

We will not charge a cancellation fee if you cancel your Booking due to a breach by us of our obligations to you under the Booking Conditions or due to our fault.

7.3 Changes by us

We may have to make Changes to your Booking (for example due to a requirement of a Travel Product Supplier) and we reserve the right to do so at any time. Most of these Changes will be minor and we will advise you of them. We also reserve the right to cancel your Booking for the reasons set out in section 7.5. If there is any Change to the purchase price, section 7.4 will apply.

You acknowledge that we may be required to make a Change to your Booking based on the Travel Product, directions from the Travel Product Supplier or for other reasons outside of our control and we will have no responsibility or liability to you in relation to such a Change.

7.4 Changes to purchase price

All purchase prices quoted in the Portal are subject to change without prior notice. In exceptional circumstances a Travel Product Supplier may be required to change the purchase price of a Travel Product after a Booking is made and you have paid the purchase price.

We will notify you as soon as practicable after we become aware of any change to the purchase price of your Booking.

If the change results in an increase to the purchase price, we will ask you to pay the increase. If you do not pay the increase within our stipulated time period, then we may cancel your Booking. If we decide to cancel your Booking in such circumstances, we will provide you with a refund of the purchase price paid by you and will not be liable to provide you with any other compensation.

7.5 Cancellation of a Booking by us

We reserve the right to cancel your Booking in any circumstances, including:

- (a) if required by the relevant Travel Product Suppliers in connection with your Booking;
- (b) if a Travel Product or Booking requires a minimum number of persons and the minimum number of persons is not reached;
- (c) if the Travel Product Supplier advises that the relevant Travel Product is no longer available or otherwise changes the Travel Product in a manner that cannot be facilitated in accordance with the Booking; or
- (d) in connection with a force majeure event as described under section 11.

If we decide to cancel your Booking in accordance with this section, we will provide you with a refund of the purchase price and will not be liable to provide you with any other compensation.

7.6 Cutting your trip short

If you are forced to return home early, neither us nor the relevant Travel Product Suppliers can refund the cost of any Travel Products you have not used. We and the relevant Travel Product Suppliers will not offer you any refund for that part of your Booking not completed, or be liable for any associated costs you may incur. Depending on the circumstances and if you have obtained travel insurance from a third party travel insurance provider, your travel insurance may offer cover for curtailment and any appropriate Claim should be made directly with your third party travel insurance provider under your travel insurance policy (if applicable).

8 COMPLAINTS AND NON-AVAILABILITY OF A TRAVEL PRODUCT

8.1 Complaints

If you experience a problem during your Booking relating to a Travel Product, please inform the relevant Travel Product Supplier (e.g. Fiji Airways for ticketing or your hotel for room reservations and associated services) immediately who will endeavour to resolve your issue.

If your complaint is not resolved by the relevant Travel Product Supplier to your satisfaction, you may contact us by writing to the following email address:

Email address: holidays@fijairways.com

The email must be sent to us no later than 7 days after the end of your stay, include concise details regarding the problem and include your booking reference and other relevant information.

On receipt of your complaint, we will attempt to connect you to the relevant Travel Product Supplier to resolve your complaint. Whilst we will do our best to assist you to resolve your complaint with the relevant Travel Product Supplier, in no circumstances can we accept any liability or responsibility in connection with any Booking, Travel Product or supply thereof by any Travel Product Supplier.

8.2 Failure to notify you of unavailable Booking

In very limited circumstances a Travel Product Supplier may fail to notify us that a Travel Product included with your Booking is unavailable (for example the room booked at the hotel is not available and you are only notified on arrival).

In such circumstances, you undertake to act reasonably in respect of accepting reasonable alternative Travel Products or other reasonable compensation offered by the relevant Travel Product Supplier. If you are not satisfied with the alternative Travel Products or other compensation, please email us with relevant details and we will assist you to liaise with the relevant Travel Product Supplier to resolve the issue.

8.3 Limitation

While we will make every effort to ensure that using our Portal and making your Booking runs smoothly, we may not be able to resolve a problem or issue to your satisfaction.

You expressly agree that we have no liability to you in connection with any Booking, Travel Product or supply from any Travel Product Supplier, including any obligation to actually resolve a problem or issue to your satisfaction.

9 OUR LIABILITY

9.1 Liability

Our liability to you is limited to any breach of our express obligations in the Booking Conditions and subject to you satisfying all of your obligations in the Booking Conditions.

Subject to any relevant applicable consumer guarantees that may be implied in the supply of our services to you, we are not otherwise liable to you for any Claim arising under or in connection with:

- (a) your access to, use of, or inability to use the Portal or any linked website;
- (b) incorrect or inaccurate information in the Portal;
- (c) disruption to the Portal or any linked website;
- (d) the availability, utility, quality, fitness for purpose (or lack thereof), delivery (or non-delivery) or any other matter in relation to the Travel Products;
- (e) any act or omission of any Travel Product Suppliers or any other third parties;
- (f) your Booking, including any supply under your Booking; or
- (g) in connection with a force majeure event as described under section 11.

All information in the Portal relating to a Travel Product or Travel Product Supplier is provided to us or uploaded by Travel Product Suppliers or other independent third parties. We cannot guarantee and we make no warranty or representation about the accuracy or completeness of such information.

10 GOVERNING LAW

The Booking Conditions are governed by the laws of Fiji. By accessing the Portal, you agree that any dispute between us and you will be subject to the exclusive jurisdiction of the Courts of Fiji and you consent and submit to such jurisdiction.

We may join you to any proceedings initiated in any other jurisdiction if:

- (a) we initiate proceedings against a Travel Product Supplier; or
 - (b) a Travel Product Supplier initiates proceedings against us,
- and the proceedings in any way relate to you (including your Booking).

11 FORCE MAJEURE

We will not be liable to you, or pay you compensation, if our contractual obligations to you are affected by any event outside of our control, including:

- (a) fire, storm, flood, earthquake, explosion, war, threat of war, invasion, rebellion, sabotage, epidemic, civil strike, riot, nuclear disaster, severe or bad weather, terrorist activity (threatened or actual) industrial dispute, act of God;
- (b) any act or omission of a Travel Product Supplier;
- (c) the unavailability of the Portal or any other system, infrastructure, technology required by us to undertake our obligations under this agreement;
- (d) any inaccurate or incomplete information displayed on the Portal.