



Terms & Conditions

Rates

All rates are quoted in Fijian dollars, inclusive of all taxes and are quoted on per room basis (2- person occupancy) or per person for dormitory accommodation.

There are 4 accommodation categories at Barefoot Kuata.

- Beachfront Bure (private ensuite bathroom and toiletries)
- Beachfront Safari Bure (private ensuite bathroom and toiletries)
- Garden Bure (private ensuite bathroom and toiletries)
- Dorms (shared bathroom facilities with hot water showers)

Rates are for accommodation only unless otherwise specified. Rates are subject to change, Barefoot Kuata reserves the right to amend prices at any time, with 30 days notice prior to change taking effect.

Mandatory Resort Package

All guests 13 years or more must pay a mandatory daily resort package of FJ\$119 per adult, per night upon check-in. The package includes 3 meals, breakfast, lunch* and dinner daily as well as Wi-Fi access and use of non-motorized water sports equipment (excluding diving).

Children aged 5-12 years inclusive must pay a mandatory resort fee of FJ\$60 per child per night. Resort Package for Children 0-4 years inclusive is FOC.

*If lunch is taken on the day of arrival it is not included on the day of departure. Those houseguests departing in the afternoon and requesting lunch will be required to pay FJ\$30 per adult and FJ\$15 per child 5-12 years inclusive.

Check In/Check Out Times:

- Check-In is 1.00pm (13:00 hours) however we will endeavour to have rooms available at the earliest available time for those arriving on the morning transfer vessel.
- Check Out is 10.00am (10:00 hours). Late checkout is available on request and subject to availability. A guaranteed late checkout will be charged at 1 nights' full rack rate.

Payments, Cancellations and No-Shows – Independent Traveller:

- Upon confirmation of a booking 50% of the booking fee is payable.
- Balance of payment is required 30 days prior to the arrival date.
- 100% full payment is required if booking is made within 30 days of arrival date.
- Resort Package is payable to the resort upon check-in.
- No cancellation fee: 31 or more days prior to arrival.
- 50% cancellation fee: 15 – 30 days prior to arrival.
- 100% cancellation fee: 14 days or less prior to arrival or no-show.
- Cancellations must be received by the Resort in writing.
- Under no circumstances will refunds be issued in lieu of unused accommodation, resort package or activities should you choose to depart from the resort earlier than the departure date confirmed at the time of the original booking.

Payments, Cancellations and No-Shows – Group Booking (10+pax):

- Upon confirmation of a group booking of 10 or more full paying guests 20% of the booking fee is payable.
- Balance of payment is required 60 days prior to the group arrival date.
- 100% full payment is required if booking is made within 30 days of arrival date.
- Resort Package is payable to the resort upon check-in or can be paid prior to arrival by previous arrangement.
- No cancellation fee: 90 or more days prior to arrival.
- 50% cancellation fee: 60-89 days prior to arrival.
- 100% cancellation fee: 59 days or less prior to arrival or no-show.
- Cancellations must be received by the Resort in writing.
- Under no circumstances will refunds be issued in lieu of unused accommodation, resort package or activities should you choose to depart from the resort earlier than the departure date confirmed at the time of the original booking.

Credit Card Payments:

- All Debit and Credit cards displaying Visa, MasterCard, Union Pay and American Express incur a 3.5% Fiji transaction administration fee.

Alcohol:

Only alcohol purchased from the resort outlets is to be consumed in our bar, restaurant or poolside. Duty-free wine and spirits may be brought onto the resort for consumption in the privacy of guest rooms however we do not allow cases/cartons of beer or wine to be brought on to the resort. Such cases/cartons will be receipted, stored and returned to you upon check out.

Child Policy:

Barefoot Kuata is a family friendly resort. Please let us know on booking if a cot or highchair is required. All children under 18 years old must be accompanied by a guardian.

Travel Insurance:

We strongly recommend guests take out appropriate comprehensive travel insurance at the time of booking to protect themselves for the duration of their stay to cover cancellation penalties levied because of inclement weather, airline or other transportation delays, unforeseen disruptions, cyclones, cancellations or in the event of illness, injury, death, loss of baggage and personal items or any other issues beyond our or your control.

Travel Advisory:

Guests are strongly advised to seek up to date information from their Consulate, Embassy or Travel Advisory organization if they have any concerns about travel to Fiji.

Maintenance, Repairs & Renovations:

In its absolute discretion, Barefoot Kuata reserves the right from time to time and at any time of the year to close any part of its facilities to carry out repairs, renovations and upgrades as it deems appropriate. This will be done with minimum disruption to guests and all guests and their agents will be notified prior to any major work being carried out.

Drone Policy:

In the spirit of maintaining strict safety and privacy policies, Barefoot Kuata prohibits the operation or use of unmanned aerial systems, or drones. This includes drones used by private individuals or the media for filming and/or photography of any aspect of the resort, weddings, journalism, streaming and/or transporting above or within the island boundaries, launched from the resort or anywhere around the resort.

Any use of such devices must have written prior approval by Barefoot Kuata Management and any said use of such aerial devices will be governed by Fiji Aviation rules and regulations and must be in accordance with Fijian privacy policies. Violation of the above may subject violators to any liability for damages, including, but not limited to, damages for trespass, violation of privacy, and physical injuries to persons and /or property, as well as legal fees.

Force Majeure (Conditions beyond our control):

As a Fiji owned and governed subject to the laws of the Republic of Fiji, the Resort(s) is not liable for failure to perform its obligations under this agreement if such failure or delay to operate, fully or partially, is as a result of any cause or condition beyond its control such as Acts of God including, but not limited to, fire, flood, earthquake, explosion, storm, cyclone (or any other natural disaster) and other force majeure events such as change of laws, war or hostilities (whether declared or not), terrorism or threats of terrorism, civil unrest or disorder, labourstrikes, stoppages or disruptions, sale, seizure of resort under legal process, disease or medical epidemics or outbreaks. Please refer to our clause on Travel Insurance.

Feedback:

Your comfort whilst at the resort is of utmost importance to us. As such, guests are encouraged to discuss any concerns, issues or specific requests with Management at any time. Furthermore, guest feedback is critical to the constant and never-ending improvement of our product and services and is always welcomed. The resort provides guest feedback forms which can be obtained from reception upon request.

Responsibility:

The Resort shall not be liable and accepts no responsibility for any personal injuries, loss or theft of property or damage to personal equipment / property during your stay with us and/or during participation in any of our activities. Responsibility is not accepted for any inconvenience, delay, additional expense or other costs arising that may be caused directly or indirectly by events outside our control such as agent error, booking errors, late arrivals of international flights, civil disturbance, fire, floods, cyclones, unusually severe weather, acts of God, acts of Government or the failure of any machinery or equipment.

Third Party Suppliers:

At times, the Resort may make bookings for and on behalf of guests with Third Party suppliers for services such as, but not limited to, transfers (sea and air), fishing, diving, surfing, yacht charters and water taxis. The resort is only acting as a booking agent and will not be liable for the services provided by such suppliers, or liable for any damage, injury, theft or loss of any kind whether direct, indirect, consequential or otherwise.

Complaint Resolution:

Should you have a concern, complaint or claim about the resort services or facilities, the Resort requires that you make this matter known to Management during your stay so that it can be dealt with at the time. The resort cannot be reasonably expected to have knowledge about guest's personal issues, complaints, concerns or claims unless such information is made available to Management during the guest's stay. In the absence of such information, our Management cannot act immediately and accordingly to resolve the issue whereas when our Management is made aware, they will undertake to use its best endeavours to fix and/or remedy any complaint or claim before the guest departs the Island. Any complaint or claim that cannot be remedied at the time and results in legal action in connection with the provision of our resort services or facilities will be governed and subject to the laws of the Republic of Fiji.

Governing Law:

Under all circumstances, these terms and conditions shall be governed by and construed in full accordance with the laws of the Republic of Fiji. Any legal dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or formation (including any non-contractual disputes or claims) shall be litigated only in the appropriate court having proper jurisdiction in the Republic of Fiji.

Dive related Terms and Conditions:

- Guests must be PADI, NAUI, SSI or CMAS certified to dive. This does not however, apply to guests completing their SSI Open Water Course at Barefoot Kuata or guests doing an introductory dive or snorkelling.
- If you are under the direction of a physician and/ or taking medication, we advise you to please check the medical declaration with your physician and bring along your medical clearance certificate before embarking on any dive activity. See our diving page for Dive Medical download.
- All boat itineraries are weather and conditions permitting, at the Captain's discretion.
- All dives are at the Dive master's discretion.
- All activities are available subject to favourable weather conditions.
- Barefoot Manta cannot guarantee any shark or manta ray encounters.
- Guests are responsible for the appropriate use of any borrowed equipment and must ensure that equipment is returned after every use, in the same condition in which it was issued.
- Under no circumstances will refunds be issued in lieu of unused activities, whether as a result of inclement weather, availability or any other reason.

- Dive courses will be taught by our SSI-certified dive instructors according to a daily schedule. A certificate will be issued upon completion.
- Dive packages DO NOT include meals per day. A COMPULSORY resort package is to be paid direct to the resort on check in (breakfast, lunch and dinner, Wi-Fi, all non-motorized water sports equipment).
- A minimum recommended pre-flight surface interval of 18 hours is suggested following repetitive and /or multi-day dives. For single dives, a minimum pre-flight surface interval of 12 hours is recommended. Be sure to plan your trip carefully - you should ideally have a full day to relax before boarding a flight back home.

By accepting the outlined rates and selling/buying Barefoot Kuata (Kuata Tourism Pte Limited) you agree to abide by the terms and conditions as set out in this document.