



TERMS & CONDITIONS

I - DEFINITIONS OF PARTIES AND TERMES

In these terms and conditions: « We » or « RPI » shall mean Ratua Private Island LTD organized under the laws of Vanuatu, and a reference to Ratua Island shall mean and include the resort and its surrounding private grounds situated on Ratua Island – Vanuatu. « You » or « Client » or « Guest » shall mean the person who has paid the deposit as the Lead Booking Name and each person listed within the booking as a traveling companion. « Expedition » and « Trekking » or other activities shall mean the activities which are offered to guests of RPI, on and around Ratua Island or on and around other island (hereinafter generically referred to as the “Activities”). In these conditions the masculine words shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

II – GENERAL

These terms and conditions apply to all accommodation and Activities referred to in any RPI documents, advertisements or on the website. RPI room photographs and illustrations are representative only and actual rooms occupied may vary in furnishings and inclusions.

By making a booking Guests warrant that they have read these terms and conditions and agree to be bound by them. Guests acknowledge that these booking terms and conditions prevail and take precedence to the extent of any inconsistency between them and any other communication (written or oral) between RPI and the Guest.

Any information or advice given by RPI (including fact sheets) regarding climate, clothing, baggage, special equipment, etc. is purely advisory to the Guest, and cannot be considered as part of RPI’s commitment or representations.

In addition to RPI Terms & Conditions, third party operator terms and conditions may apply

III - PRIVACY POLICY

We are firmly committed to protecting the privacy and confidentiality of personal information of the Client and maintain safeguards to protect personal information in our reasonable care. We are fully committed not to make any commercial use of any image, name or reference featuring the Client without the Client’s written consent.

IV - BOOKINGS POLICY

A contract will only be constituted between RPI and the Client once RPI issues a booking confirmation invoice to the client after receiving the required deposit either from or expressly on behalf of the Lead Booking Name as stated under « Payment condition and confirmation for rental ».

The Lead Booking Name on paying the deposit warrants to RPI that he accepts these terms and conditions on behalf of the Client and each of the Client’s traveling companions.

Arrival/departure details must be supplied no later than 7 days prior to arrival (or supplied at time of booking inside 7 days of travel)

Bookings will only be confirmed upon:

- A first 30% (non-refundable) deposit within 5 business days of your reservation.*
- A further 30% deposit (non-refundable) is due 4 months prior to arrival date.*
- The remaining balance (non-refundable) is due two months before the date of arrival.*
- In the event that the booking is made less than 2 months before arrival, the full payment is due at the time of booking, and if the payment is not made no reservation will be made.*



TERMS & CONDITIONS (cont'd)

Please note that if payments are not received on time we reserve the right to release your reservation, regardless of deposit already received.

A credit card pre-authorization will be requested before your arrival to cover any additional cost you may generate during your stay as expeditions, trekking, boat and plane rental.

V - PRICING AND PAYMENT TERMS

All prices are in Vatu (Vanuatu currency) and all other currencies used are given for information only. The inward TT exchange rate from ANZ Vanuatu Bank will be used at the date of each money transaction.

Prices in any RPI document should be used as a guide only. The prices are subject to variation and will be confirmed by RPI prior to booking.

All payments, including settling your account or cancellation fees, made by credit card incur a transaction fee of 5% for VISA and MasterCard. Payment by EFTPOS, wire transfer or cash does not attract a transaction fee.

The prices quoted to you are based on the "pro-forma proposal" we provided you, but does not include:

- Airfare to and from Santo International Airport (except if quoted in our proposal)*
- Helicopter service (except if quoted in our proposal)*
- Any additional, special request not mentioned in our rental proposal*

Prices are always indicated including Vanuatu Government taxes (including VAT) and Vanuatu Marketing Levy.

Non-use of services or facilities available on the island will not entitle to any refund from RPI.

VI - CANCELLATION POLICY

We strongly recommend that you purchase a travel insurance that gives you full cancellation cover. Cancellation notices may only be made by e-mail and sent to RPI and will only become effective as at the date of receipt by RPI. We will then confirm the cancellation registration back to you by email.

There may also be cancellation fees levied by third parties such as transfer operators or external suppliers in case of special events or adventure programs, and if so these will be notified to you at the time, and you authorize us to debit your credit card to meet such fees. Please note that Clients are liable for any payments outstanding on the date the cancellation is received, which will also be debited to your credit card.

RPI may, at its option, cancel any booking not guaranteed by a credit card. If so, the cancellation fees specified in paragraphs below may, at RPI's option, be payable by the Guest as if the Guest had cancelled the booking.



TERMS & CONDITIONS (cont'd)

VII - CHANGES TO THE DATE, DURATION OR NATURE OF A BOOKING

The management of RPI will always try to meet any request for any change from the Client, however these situations are dealt with on a case-by-case basis according to vacancies and tariffs, and are at the sole discretion of RPI management. If a Guest books the entire accommodation on Ratua Island any subsequent reduction in guest numbers will not result in a reduction in the quoted charges. You can increase guest numbers at any time up to our 24 Guest, full bedding capacities however an additional cost may apply.

VIII - EXPEDITIONS, TREKKING AND OTHER ACTIVITIES

RPI may engage appropriate tour operators and other providers to coordinate and provide certain parts of the Activities. The tour 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.

By booking an Activity or tour, each Guest certifies and warrants that he/she does not have any mental, physical, or other condition or disability that would or could reasonably create a hazard for him/her or any other individual. RPI and the other providers reserve the right in their absolute discretion to accept or decline to accept a reservation from a Guest or to remove any Guest from an Activity or tour at any time (without refund or inability), including after commencement of the Activity or tour.

Prior to any Activity, each participant Guest must fill out and sign our "Release and Indemnity Form" at the request of RPI Management.

Any Guest under the age of 18 years must be accompanied by a parent or guardian over the age of 18 years for the entire tour. In the interests of safety, Guests must not be below the minimum age accepted by the tour operator of the relevant tour. Some itineraries are not appropriate for children.

For security reasons, itineraries and other destination information are subject to modification and change by RPI without notice. While every reasonable effort will be made to operate programs as planned, due to the adventurous nature of the expeditions and Activities generally and the many influencing circumstances, changes may still occur after final itineraries are sent.

At all times the decision of the tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. By booking with RPI, the Guest agrees to abide by the authority of the tour leader. The Guest must at all times strictly comply with the laws and customs (including those of cultural significance) of all places visited.

RPI may, at its option, cancel any booking for an Activity in relation to which a final payment has not been made within the specified time. If so, the cancellation fees specified will be payable by the Guest as if the Guest had cancelled the booking. Cancellation fees are payable within 14 days of the cancellation.

No refund will be made in circumstances where a Guest leaves a tour or Activity. If RPI or its designated tour operator cancels a tour prior to departure, the Guest will receive a full refund of monies paid to RPI or its designated tour operators (as applicable).

Other terms and conditions may apply to particular expeditions. By booking an expedition, Guests agree to accept and abide by those additional terms and conditions.



TERMS & CONDITIONS (cont'd)

IX - SERVICES CONNECTED WITH GUEST STAY

RPI, its employees, third parties for the relevant transportation carrier, hotel, ground operator, and any other provider or supplier of services connected with the Guest's stay shall not be liable for, and the Guest releases each of them from, any claim arising from:

- (a) any damage to, or loss of, property or injury or death of persons occasioned directly or indirectly by an act or omission of any other provider howsoever caused, including but not limited to, any damage, loss, injury or death caused or contributed to by any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider;
- (b) any loss or damage due to delay, cancellation or disruption howsoever caused, including but not limited to loss or damage caused by laws, regulations, acts or failures to act, demands, orders, interpositions of any government or agent thereof, acts of God, strikes, fire, flood, inclement weather, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause in the nature of a force majeure;
- (c) any cancellation penalty of a transportation carrier or a expedition operator incurred by the purchase of a non-refundable ticket; or
- (d) any loss of, damage to, or delay in receiving any Guest's baggage or personal effects during a journey, such items at all times being the sole responsibility of the Guest, whether or not such loss and damage was caused or contributed to by the negligence of RPI or any other provider.

X - FORCE MAJEURE CASE AND FORCE MAJEURE EVENT

RPI and /or its agents shall not be liable due to their inability to perform their obligations by reason of any fire, earthquake, flood, tsunami, cyclone and hurricane, epidemic, accident, explosion, casualty, strike, riot, civil disturbance, act of public enemy, war, act of God, terrorist act or any national ordinance or law or judicial order or any other matter beyond the control of RPI and /or the agent and which order is not the result of any act or omission of RPI and /or its agent.)

There will be no cancellation penalties for any of the above force majeure case. If you can not reach or are forced to leave Ratua Island early due to force majeure case then we will do all we can to offer the best available alternative dates equivalent to the number of days lost, at a future time providing that if fees have increased the Guest pays such increases.

Subject to Services connected with Guest's stay, if there is a force majeure event which affects the Guest's booked accommodation with RPI, then RPI will notify the Guest of its projected consequence and an estimate of the length of time over which it will prevail and may at its option offer the Guest either:

- (a) alternative accommodation options in the local area to be paid directly by the Guest at the best available rate and which will be reimbursed by RPI; or
- (b) credit with RPI, which may be used at RPI within a 12-month period from the date of issue.

XI - CHANGES AND CANCELLATION BY RPI

RPI reserves the right to alter or cancel the whole or part of the booking. RPI will advise the Client of any changes or cancellations as soon as reasonably possible.

Different terms apply depending on whether the proposed changes are minor or substantial.

1. If the proposed changes are minor, RPI will make alternative, comparable arrangements at no cost to the client, who will accept such alternative arrangements.
2. If the changes are, in the opinion of RPI, substantial, then RPI may offer alternative arrangements to the Client, but the Client shall not be obliged to accept such alternative arrangements.



TERMS & CONDITIONS (cont'd)

3. If no such alternative arrangements are offered, or the Client does not accept any such offered alternative arrangements, then the Client may reject the Booking within 14 days of notification to the Client of the relevant change(s) and RPI will cancel the booking.
4. If the Client rejects the Booking, all monies paid by the Client by the date of cancellation will be repaid to the Client.
5. Under no circumstances will RPI be liable to the Client for any financial recompense in the event of a change, which does not lead to a cancellation. RPI's liability in the event of a cancellation shall be limited to a refund of monies as provided above.
6. RPI will not be liable for any cancellation, which results from the Client's default.

XII - CHILDREN POLICY

A child means 4 to 12 years at the time of check in at RPI.

Child rates at 50% of the adult rate are only applicable when sharing a room with a minimum of one adult. Children under the age of 4 years are not charged for.

XIII - HEALTH INSURANCE AND MEDICAL CONDITION

Vanuatu is a developing country and does not offer first class health services. There is no doctor on Ratua Island. RPI will facilitate access to the nearest aid post and to available Luganville medical facilities. It is the Client's responsibility to contract appropriate insurance for medical evacuation from Santo and treatment.

XIV - RESPECT OF ENVIRONMENT, TRADITION AND LOCAL RULES

The Client accepts to strictly comply with Ratua Island environment policy. RPI is engaged in an ecological environment commitment and the Client must not engage in any pollution or nature damaging activities such as fire, hunting, marine life collection, and coral destruction.

People of Vanuatu are religious and belong to strong cultural communities. Being a guest of Ni-Vanuatu people, the Client shall not engage in any behaviour, which is not acceptable in Vanuatu, including public nudity, use of drugs, and engagement of local Ni-Vanuatu in any sexual activities.)

There is absolutely no money used and therefore there is no bargaining or tipping of any kind on the island.

It is a condition of your booking that you should be considerate in your behavior for the comfort and enjoyment of other Guests.

RPI reserves the right to cancel the service or the services it is contractually obliged to provide to the Client and may require the Client to leave Ratua Island immediately if the Management reasonably considers that the Client's behavior at Ratua Island has or will cause loss, damage or harm to Ratua Island, RPI's business reputation, or RPI's relationship with Ni Vanuatu customary owners of the island, and further RPI shall not be required to make any refund of monies to the Client. Further, the Client shall indemnify the RPI against any loss, damage or harm.

XY - PROPERTY DAMAGE

RPI is decorated with antiques, crafts and is furnished with some of the latest equipments. We reserve the right to claim from you, either by invoice or by deduction from your debit/credit card, for any damage sustained to our property due to any malicious, willful or negligent damage caused by you or any other person travelling as part of your booking.



TERMS & CONDITIONS (cont'd)

XVI – LIABILITY

RPI accepts no liability for ensuring that the accommodation, services and activities, which you book with us, is provided exactly as described in our documents, our web site and our booking proposal. If any part of your accommodation is not provided as promised, due to the direct fault of our employees we will pay you appropriate compensation if this has affected the enjoyment of your stay on RPI. Our liability in all cases shall be limited the cost of your travel arrangements.

Ratua island offers many activities such as snorkeling & diving, walking, fishing & sailing, horse riding, kayaking, biking. Some of these activities are contracted to third party professional operators. The Client participates in such activities at the Client's own risk. We strongly encourage the Client to make sure that his own insurance covers activities he may wish to undertake as well as ensuring that he is physically capable of engaging in such activities. To the maximum extent permitted by law we exclude all liability of whatever nature for the acts, omissions or default of third party providers over whom we have no direct control and for any loss or damage whatsoever (including but not limited to physical and psychological injury and loss or damage to property of whatever nature) that may arise in any way in connection with Activities offered by the RPI.

RPI certifies having contracted insurance covering liabilities caused by negligent acts and /or omissions of the employees or the RPI within the scope of our activity.

PI will not be liable for loss of or damage to cash, negotiable securities, gold, silverware, jewelry, ornaments, works of art or any other valuables unless you deposit them with us specifically for the purposes of safe-keeping.

XYII - GOVERNING LAW

The contract between RPI and the Client shall be governed and construed in all respects according to Vanuatu Law and shall be subject to the exclusive jurisdiction of the courts of Vanuatu, save that RPI shall be entitled to enforce the contract against the Client in the courts of any other country in which the Client is resident, domiciled or has a place of business.