



STANDARD TERMS AND CONDITIONS
of Cerf Island Resort, Seychelles

1. INTRODUCTION

- a) Cerf Island Resort (hereinafter referred to as “we”, “us” or “CIR”) only accepts clients and guests (hereinafter referred to as “you”) on the basis of the following terms and conditions.
- b) Where a booking is requested for several persons, all of them would jointly and severally be referred to as “you” and will all need to also agree to these terms.
- c) We therefore ask you to read, understand and agree to the following terms before confirming your booking with us. When we receive your confirmation of a booking it will be deemed that you have accepted these terms.
- d) These terms constitute a firm contract between you and us.
- e) No variations to these terms are valid unless made in writing and signed by authorized representatives of both parties.

2. RATES

- a) You are obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services you have made use of. This also applies to services and expenses of the Hotel vis-à-vis third parties incurred for performances rendered upon your request.
- b) All our prices exclude GST government tax of 7% and service charges.
- c) If rate of tax changes we will give you written notice and you will pay tax at the new rate.
- d) Any prices quoted at the time of booking may be subject to change, due to change in taxes or other reasons beyond the control of the hotel.

3. DIRECT RESERVATIONS

- a) If you are booking with us directly all reservations requests, confirmations and related correspondence must be directed to Reservations Department, Cerf Island Resort, Tel: +248 294 500, Fax: +248 294 511, Email: reservations@cerf-resort.com
- b) Please note CIR time zone is GMT + 0400 hrs.
- c) All reservation requests shall specify the services to be supplied.
- d) We will respond to all enquiries confirming all details given and provide a reference number.
- e) You must carefully check this information and confirm in writing quoting the reference number.
- f) The booking will be considered confirmed only after confirmation is received.
- g) The services payable by you are those specified in the confirmation document.
- h) Any additional or alternative services not specified in writing will be charged separately at the time of request or at the time of check out.
- i) You must advise us in writing of your full arrival and departure travel information and times at least 7 days in advance

4. RESERVATIONS VIA TRAVEL AGENT OR TOUR OPERATOR

- a) You must communicate direct with your booking agent who may be a travel agent, tour operator or other intermediary.
- b) It is your responsibility to ensure you book and pay a bonafide and authorised agent.
- c) We will not honour any bookings or vouchers made by unauthorised agents or if payment has not been made in advance in respect of your booking.
- d) You must obtain in writing and surrender the original documents of your booking and vouchers to us upon arrival.
- e) Please obtain relevant and detailed information on the services requested together with full arrival and departure information.
- f) Your must ensure your agent advises us in writing of your arrival and departure time at least 7 days in advance

5. MINIMUM STAY

- a) For the peak season, the minimum stay is 5 nights
- b) For all other periods there is no minimum stay.

6. CHECK IN AND CHECK OUT

- a) Our Check-In Time is 14:00 hrs and Check-out time is 12:00 hrs (noon)
- b) Boat transfer times will be provided for arrival at 13:30 hrs and departure at 12:15hrs unless otherwise requested and confirmed.
- c) The hotel can only be accessed by boat and any different arrival or departure time must be pre-booked at 7 days in advance and is subject to availability.
- d) Early check in or late check out is chargeable and is subject to availability. This must be booked in advance.
- e) Please note we do not have shower or changing facilities other than in the villas.

7. BOAT TRANSFER SERVICE

- a) We provide a boat transfer service between Mahé and Cerf Island as a means of access to and from the resort to Mahé for guests, staff and support services and provisions.
- b) All guest boat transfers are chargeable and must be pre-booked. Rates are listed separately.



- c) All boat timings are approximate and sufficient time (a minimum of 15 minutes) must be allowed for variations in timings.
- d) Although we endeavour to maintain boat transfer times to schedule we cannot accept any liability arising from variations and delays in boat times.
- e) A compulsory boat transfer for all guest arrivals departures will be added to each booking at the Standard or Special Rate.
- f) **“Hop On” Rate:** We operates approximately five regular boat transfers each day where staff and operations have priority of use. You may avail of such transfers subject to availability upon payment of the “Hop On” Rate.
- g) **Standard Rate:** This is payable on any boat transfer which is not pre-booked as a staff transfer between the hours of 0700 hrs and 2200 hrs.
- h) **Special Rate:** This rate is payable for all boat transfers between the hours of 2200 hrs and 0700 hrs.
- i) You may request transfers at any other time which will always be subject to availability and upon payment of the appropriate rate.
- j) We publish our current boat schedule on our website.

8. MEAL PLANS

- a) Bed & Breakfast (“B/B”) Rates include accommodation, taxes, and breakfast. Excludes all beverages.
- b) Half Board (“H/B”) Rates include accommodation, taxes, breakfast, evening dinner in “1756” Restaurant. Excludes all beverages.
- c) Full Board (“F/B”) Rates include accommodation, taxes, breakfast, lunch and evening dinner in “1756” Restaurant. Excludes all beverages
- d) All Inclusive (“A/I”) Rates include accommodation, taxes, breakfast, lunch and evening dinner in “1756” Restaurant. The following beverages served from the Restaurant and Pool Bar only are included: water, soft drinks, house beers and house wines. Beverages from the Mini bar and room service are excluded.

9. CHILDREN POLICY

- a) Due to reasons of safety and hotel atmosphere CIR welcome children only over the age of 7 years.
- b) All children are charged at adult rates which are heavily discounted for extra persons sharing a villa.
- c) Tortoise Suites are junior suites comprising a king size bed in the main bedroom and a double fold down sofa in the second bedroom/living room. Both bedrooms are en-suite and fully self contained with all facilities.

10. DISABLED ACCESS

- a) Please note that the CIR property does not have disabled access facilities.
- b) If you have any physical limitations please check with us for suitability prior to confirming the booking.

11. CANCELLATION BY YOU

- a) If you made a direct booking with us all cancellations must be received in writing by email or fax directly to our Reservations Department.
- b) If you booked via an agent you must notify them in writing. Their cancellation terms will not be the same as those below.
- c) Where no written notification is made there will be no refund.
- d) We reserve the right to charge for cancellations for all nights booked, all “No Shows”, premature departures or non-utilisation of services ordered.
- e) Notice period is the number of days prior to the day of arrival.
- f) In unfortunate you have to cancel or postpone a confirmed booking, cancellation charges will be levied as follows:

<u>Notice Period</u>	<u>(for all seasons)</u>
No show, understay, and 7 days or less	100%
8 to 14 days	80%
15 to 27 days	50%
28 days and over	10%

12. CANCELLATION BY US

We may cancel the booking at any time and without liability to you if:-

- a) Your booking agent has not fully paid for your booking or is in arrears
- b) You or your agent becomes insolvent or bankrupt or goes into liquidation or has an administrator or receiver appointed over its affairs, or is subject to a change in ownership or merger.
- c) If in our reasonable opinion, we consider that you might damage the reputation of the Hotel or otherwise cause damage to the Hotel;
- d) Any part of the hotel is closed through fire, alteration or redecoration by order of any public authority or any reason beyond the hotels’ control.
- e) There is a failure to supply the hotel with electricity or water.
- f) The hotel is unable to fulfil the booking through industrial action by one of its supplies.



- g) Fire, lightning, aircraft impact, civil disturbance, malicious damage, flood, burst pipes or earthquakes resulting in the hotel being unable to provide the booking facilities. Whenever possible the hotel will use all reasonable endeavours to provide alternative facilities for the guests at another hotel, subject to the facilities being available.
- h) If we cancel for any of the reasons specified above under this clause we will refund any advance payments, less any costs we have already incurred. We will not have any further liability.
- i) In any event CIR's liability shall be no greater than the amount paid by you to the hotel in respect of the booking.

13. GUEST CONDUCT

- a) All guests are required to abide by the policies of CIR and in particular those of health, safety, noise, fire, nuisance and licensing in addition to these standard terms.
- b) No wines, spirits or food must be bought into the hotel by clients for consumption without the prior consent of the General Manager, who reserves the right to charge a fee. On this matter the General Manager's decision is final.
- c) You must take all relevant steps to correct any behaviour deemed as unacceptable. Failure to do so will result in the hotel asking the guests to leave and to pay for any damage that may have occurred.
- d) You are liable for all costs incurred as a result of damages caused either by themselves or their visitors and representatives whilst at the hotel. You must make full payment for any such costs immediately.

14. COMPLAINTS

- a) If you have any complaint you must do so in writing before you leave the hotel.
- b) We will not be obliged to deal with any complaint made after you depart from the hotel.

15. PAYMENT TERMS

- a) Payment terms are as follows:
- b) All prices are quoted and charged in Euro on a per person per night basis unless otherwise specified.
- c) Conversion of our prices to other currencies will be made at a standard CIR exchange rate.
- d) A 50% deposit is required to secure the reservation.
- e) Full payment should be received by US one month prior to arrival. The reservation may otherwise be lost and cancellation charges will apply.
- f) If the booking is made less than one month before arrival, full payment is required to secure the reservation.
- g) Payment can be made by bank transfer or credit card. Purchases during the stay must be settled upon checkout by cash or credit card.
- h) Visa and MasterCard payments are accepted in Euro only. Therefore all payments made by card will be converted at the CIR rate to Euro.
- i) You will pay all Bank Charges incurred in paying our charges so that the full amount is received by us.
- j) We reserve the right at our discretion to require a deposit or full payment at any time prior to the arrival. We may do this in writing giving you 7 days to make the payment failing which we may cancel the booking.
- k) If you have a query on the final bill, the balance must be paid before any queries are resolved.

16. LIABILITIES

- a) If we are unable to provide the requested accommodation our liability to you will be strictly limited to arranging an alternative hotel of similar standard or price and continuing such arrangement until such time we are able to provide you with the service.
- b) We will be under no liability to you for any indirect loss or expense (including loss of profit, loss of business, depletion of goodwill, loss of goods, loss of contract, loss of use or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses) arising out of a breach of this agreement.
- c) Our maximum liability will be no greater than the amount paid by you in respect of any booking.
- d) We will not be held responsible for damage or loss to items left in the hotel bedrooms.
- e) We will not be held responsible for any loss, damage or expense to any person or thing however caused.
- f) We will not have any liability to you if for whatever reason beyond our control (including but not limited to force majeure, government interference, weather, strikes, mechanical breakdowns, rebellion, etc), we are unable to provide you with the requested services.
- g) We reserve the right without prior notice, to change the assigned rooms for others of equal suitability for those attending, without affecting the minimum charge.
- h) We strongly recommend that you purchase travel insurance to cover the cost of delays, cancellations and any other liabilities during your holiday.
- i) We do our utmost to carry out wake-up calls correctly. However no claims can be accepted for compensation for the failure to do so.

17. ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties and no other Agreements, oral or otherwise, shall be binding upon said parties. This agreement is subject to the applicable laws of the Republic of Seychelles.