



General Terms and Conditions of Sale

Clients — Travelers

Version 2.1

Effective date: September 22, 2026



Fenua Holidays SASU with capital of 200,000 XPF · RCS Papeete 2640 B · TAHITI No. G53243 · Lotissement Miri No. 21, Résidence Rahiti, Apt 1 — 98718 Punaauia, French Polynesia · License B — Excursion Agency, order no. 2588/PR of December 17, 2025 · info@fenuaholidays.com

These Terms and Conditions of Sale govern the commercial terms of booking and payment. They are supplemented by the General Terms of Use (GTU) available on the Platform, which govern use of the digital service (user account, Tiki Bot, customer reviews, personal data, intellectual property).

Platform Publisher — Legal Notice

The Fenua Holidays platform is published by Fenua Holidays, a single-member simplified joint-stock company (SASU) with capital of 200,000 XPF.

Registered office: Lotissement Miri No. 21 — Résidence Rahiti, Apt 1 — 98718 Punaauia, French Polynesia. Postal address: BP 42199 — 98713 Papeete, Tahiti.

Registered with the Papeete Trade and Companies Register under number 2640 B.R.C.S — TAHITI Number: G53243. Legal representative: Renaud Coquille, Chairman.

License B (Excursion Agency) issued by the French Polynesia Tourism Department — order no. 2588/PR of December 17, 2025. Financial guarantee: 2,000,000 XPF with Banque de Tahiti.

Professional Liability Insurance: Helvetia (policy no. 92601405).

The "Fenua Holidays" trademark is registered with the INPI under no. 25 5209909 (class 39). Contact: info@fenuaholidays.com.

PART 1 — GENERAL PROVISIONS

ARTICLE 1 — LEGAL STATUS AND ROLE OF FENUA HOLIDAYS

1.1 Intermediary status

Fenua Holidays acts exclusively as an intermediary connecting Clients (travelers) with local Providers (accommodations, activities, excursions).

Fenua Holidays is NOT:

- A direct seller of tourism services
- A tour organizer (tour operator)
- A reseller of services
- The Client's direct contracting party for the services booked

1.2 Formation of the contract

The sales contract is formed **DIRECTLY** between the Client and the selected Provider. Fenua Holidays facilitates the connection, secure payment, and transmission of information, but does not take part in the performance of the tourism services.

1.3 License

Fenua Holidays holds License B — Excursion Agency, issued by the French Polynesia Tourism Department (order no. 2588/PR of December 17, 2025).

1.4 Financial guarantee

Fenua Holidays has set up a financial guarantee of **2,000,000 XPF** with **Banque de Tahiti**, in accordance with the regulations applicable to excursion agencies in French Polynesia. This guarantee protects Clients in the event of the company's financial failure.

1.5 Professional liability insurance

Fenua Holidays holds Professional Liability Insurance taken out with Helvetia (2026-2027), covering bodily, material, and non-material damage caused to Clients in connection with the Platform's activity.

Coverage limit: 1,500,000 EUR. Policy no. 92601405, valid from 03/03/2026 to 02/03/2027.

ARTICLE 2 — SCOPE OF ACTIVITY AND EXCLUSIONS

2.1 Services offered

Fenua Holidays allows bookings in French Polynesia for:

Accommodations:

- Tourist hotels (2 to 5 stars)
- Guesthouses (1 to 3 Tiare)
- Vacation rentals (villas, bungalows, apartments)
- Unusual accommodations (over-water bungalows, eco-lodges)

Activities & Excursions:

- Water excursions (snorkeling, diving, whale/dolphin watching, lagoon tours)
- Land activities (hiking, 4x4, mountain biking, cultural tours)
- Aerial activities (helicopters, light aircraft, microlights)
- Cultural experiences (shows, crafts, gastronomy)
- Sports and leisure (surfing, kitesurfing, fishing, golf)

2.2 Explicit exclusions

Fenua Holidays does NOT offer:

- International plane tickets (flights to/from French Polynesia)
- Package deals including international flights
- International cruises departing from foreign ports

For your international air travel to Tahiti, you must arrange your own flights independently through airlines or agencies holding a License A.

2.3 Inter-island flights (not offered)

Fenua Holidays does not offer domestic inter-island flights. The Client books these directly with local airlines; Fenua Holidays may provide information and recommendations on this subject, without acting as a booking intermediary.

ARTICLE 3 — ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE

3.1 Mandatory acceptance

By making a booking on the Fenua Holidays Platform (website, mobile application, or via Tiki Bot), the Client declares that they have read these Terms and Conditions of Sale in full, accept them without reservation, and undertake to comply with them.

3.2 Acceptance of Providers' specific terms

The Client also acknowledges having read the specific terms of the selected Provider, in particular: the specific cancellation and refund policy, age or health restrictions for activities, equipment included and excluded, and hours and access arrangements.

These specific terms are displayed on the detailed listing for each service and in the booking confirmation email.

3.3 Hierarchy of documents

In the event of a contradiction between Fenua Holidays' general Terms and Conditions of Sale and the Provider's specific terms:

- The Provider's specific terms prevail for anything relating to the direct performance of the service (cancellation, included services, access arrangements)
- Fenua Holidays' general Terms and Conditions of Sale prevail for anything relating to the operation of the Platform (payment, solidarity credit, intermediary liability)

3.4 Legal capacity

The Client declares that they have the legal capacity to enter into a contract (being of legal age or having parental authorization) and hold a valid payment method in their own name.

ARTICLE 4 — OFFICIAL CLASSIFICATION OF ACCOMMODATIONS

4.1 Polynesian classification system

All accommodations listed on Fenua Holidays display their official classification issued by the French Polynesia Tourism Department, in accordance with Order No. 267 CM of February 12, 2009 and its subsequent amendments.

4.2 Accommodation categories

Category	Classification
Tourist hotels	★ ★ to ★ ★ ★ ★ ★ ★ ★ ★
Guesthouses	🌺 to 🌺 🌺 🌺 🌺

4.3 Ia Ora label

Certain establishments may hold the Ia Ora label, a voluntary quality certification awarded by Tahiti Tourisme, guaranteeing a stronger commitment to hospitality, the environment, Polynesian culture, and staff training. This label is displayed on the accommodation's listing.

4.4 Guarantee of regulatory compliance

Each Provider is required to declare to Fenua Holidays that it complies with the regulations applicable to its activity in French Polynesia (including, where the regulations require it, its declaration or classification with the Tourism Department) and that it holds the required insurance. Accommodations not subject to classification, such as certain seasonal rentals, remain bound to comply with the rules applicable to their category. Responsibility for this compliance lies with the Provider.

ARTICLE 5 — USER ACCOUNT

→ The creation, management, security, and deletion of the user account are governed by Articles 5, 6, and 7 of the General Terms of Use (GTU), available at fenuaholidays.com.

Creating an account is required to make a booking. Browsing and viewing listings is free and does not require an account.

ARTICLE 6 — DEFINITIONS

For the purposes of these Terms and Conditions of Sale, the following terms have the meaning indicated:

"Platform": The fenuaholidays.com website, the Fenua Holidays mobile application, and associated interfaces (Tiki Bot).

"Client": Any individual or legal entity making a booking via the Platform for personal or professional use.

"Provider": Any accommodation, activity operator, or tourism service supplier listed on the Platform.

"Booking": The act by which the Client selects a service on the Platform and makes the corresponding payment.

"Booking confirmation": The automatic email sent to the Client after payment validation, summarizing the booking details.

"E-voucher": An electronic voucher (PDF format or QR code) sent to the Client after payment, to be presented to the Provider on the day of the service.

"Tiki Bot": The intelligent conversational assistant built into the Platform. See GTU Article 11 for details on how it works.

"Solidarity credit": A solidarity benefit, with no monetary value and not convertible into cash, awarded to the Client with each booking, which the Client may, at their own initiative, direct to partner local projects in French Polynesia. It is neither a currency nor a means of payment. See Article 17.

"XPF (Pacific Franc)": The legal currency of French Polynesia. Fixed conversion rate: 1 EUR = 119.33 XPF.

"No-show": The Client's failure to show up at the accommodation or booked activity, without prior cancellation.

"Force majeure": An unforeseeable, irresistible, and external event preventing performance of the contract. See Article 24.

ARTICLE 7 — AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS OF SALE

7.1 Right to amend

Fenua Holidays reserves the right to amend these Terms and Conditions of Sale at any time, in particular to comply with regulatory changes, improve its services, correct errors, or adapt its commercial terms.

7.2 Notification and notice period

Any material amendment is notified to Clients by email and by a banner on the Platform at least 30 days before it takes effect. Bookings confirmed before the effective date remain subject to the Terms and Conditions of Sale applicable at the time of booking.

7.3 Refusal of the new Terms and Conditions of Sale

If a Client refuses the new Terms and Conditions of Sale, they may delete their account (see GTU Art. 7) or stop making new bookings. Bookings already confirmed remain valid until completed.

PART 2 — ACCOMMODATIONS

ARTICLE 8 — SEARCHING FOR AND BOOKING ACCOMMODATIONS

8.1 Search engine

The Platform offers a search engine that lets you filter accommodations by: destination (island, archipelago, municipality), dates, capacity (adults and children), type of accommodation, classification, budget, available services, and accessibility for reduced-mobility travelers.

8.2 Tiki Bot assistance

The Client may ask Tiki Bot for personalized recommendations, to learn about cultural context, to compare several accommodations, and to ask questions about included services or cancellation policies.

The pricing and contractual information provided by Tiki Bot comes exclusively from data supplied by the Providers. Tiki Bot always cites its sources and shows the date it was last updated.

8.3 Booking process

To book accommodation:

- Select the accommodation and the period
- Check real-time availability
- Choose the cancellation policy
- Enter the travelers' details
- Accept the Provider's specific terms
- Proceed to secure payment (see Article 16)

8.4 Real-time availability

Fenua Holidays keeps availability up to date via API integration with Providers' systems and a manual calendar that is regularly updated.

The availability displayed comes from information provided by the Providers; Fenua Holidays is not liable for an availability error attributable to the Provider (synchronization error, double booking). If unavailability is discovered after payment, Fenua Holidays fully refunds the amounts collected within 5 business days and may, without being obliged to, help the Client find another solution.

ARTICLE 9 — PRICING OF ACCOMMODATIONS

9.1 All-inclusive price (tax included)

The prices displayed are ALL-INCLUSIVE (tax included). The price displayed is the price paid. No hidden fees. Prices are displayed in XPF with an indicative equivalent in EUR.

9.2 Tourist tax

Depending on the settings configured by the Provider, under its own responsibility, the tourist tax (local tax) is either paid online with the booking or payable on site at the accommodation. The applicable option and the amount are indicated on the listing and at the time of booking; Fenua Holidays cannot be held liable for a Provider's configuration error. If the Territory's tax policy changes between the booking and the stay (change in VAT, increase or creation of a tax), the additional amount is payable directly on site; neither Fenua Holidays nor the Provider can be held liable for such changes.

9.3 Currencies and conversion

Prices may be displayed in XPF (reference currency) and in EUR (fixed rate of 1 EUR = 119.33 XPF). Final payment is made in XPF via Banque de Tahiti's secure payment solution. Any conversion applied by the Client's bank may differ slightly.

9.4 Price fluctuation

Prices may vary depending on the period, how far in advance the booking is made, the cancellation policy chosen (Non-refundable = reduced rate), and local events. The final price is the one displayed at the time of confirmation. It cannot subsequently be changed by the Provider, except in the case of an obvious error (see 9.5).

9.5 Obvious pricing error

In the event of an obvious pricing error, Fenua Holidays reserves the right to cancel the booking and fully refund the Client within 5 business days. The Client is notified by email within 24 hours.

ARTICLE 10 — ACCOMMODATION BOOKING CONFIRMATION

10.1 Automatic confirmation email

As soon as payment is validated, the Client instantly receives a confirmation email containing: the booking number (format FH-HEBERG-XXXXXX), the name and contact details of the accommodation, the stay dates, the room type, the number of people, the total price paid, the applicable cancellation policy, and access instructions.

10.2 E-voucher

A PDF e-voucher is attached to the confirmation email. The Client must present it (printed or digital version) at check-in. It contains a verification QR code, the booking number, the details, and the Client's contact information.

10.3 Transmission to the Provider

Fenua Holidays simultaneously sends the booking to the Provider by automatic email, Provider interface, and notification SMS (if enabled). The Provider has 24 hours to confirm or report a problem.

10.4 No confirmation from the Provider

If the Provider does not confirm within 24 hours, Fenua Holidays notifies the Client and fully refunds the amounts collected within 5 business days. Fenua Holidays may, without being obliged to, help the Client find another solution.

ARTICLE 11 — ACCOMMODATION CANCELLATION AND REFUNDS

11.1 Cancellation policies set by Providers

Each Provider (accommodation or activity) sets its own cancellation policy, clearly displayed on the listing before booking, restated in the summary before payment, and confirmed in the confirmation email.

Important: cancellation terms vary by provider, period, room type, and local events. It is essential to read the cancellation policy carefully before confirming the booking.

11.2 Variety of cancellation policies

As cancellation policies are freely set by each Provider on the Platform, their terms (notice periods, percentages refunded, refundable or non-refundable status) vary from one offer to another. Only the policy displayed on the offer's listing, restated before payment, and confirmed in the confirmation email, is authoritative.

11.3 High-season specifics

During peak periods (Heiva in July, the Moorea Marathon in August, school holidays), cancellation notice periods may be extended by Providers. These terms are always displayed on the listing and in the confirmation email.

11.4 Cancellation procedure

To cancel a booking, the Client logs into their account, goes to "My bookings," clicks "Cancel this booking," and confirms. A cancellation confirmation email is sent immediately with the cancellation number, the refund amount, and the processing time.

11.5 Refund timeframes

Fenua Holidays initiates the refund via its payment solution (Banque de Tahiti) within 48 hours of validation. The credit to the bank account occurs within 5 to 10 business days (up to 14 days for international banks). This timeframe depends on the banking network, beyond Fenua Holidays' control.

11.6 No-show

In the event of a no-show, the amounts withheld are determined by the Provider's cancellation policy, as displayed on the offer's listing before booking and restated in the summary before payment.

Recommendation: if you are unable to attend, always cancel your booking via the Platform, even at the last minute. Depending on the Provider's policy, you may be entitled to a partial refund.

ARTICLE 12 — CHANGES TO ACCOMMODATION BOOKINGS

12.1 Change request

The Client may request a change (dates, room type, occupants) by contacting support at info@fenuaholidays.com or directly contacting the Provider (contact details in the confirmation email).

12.2 Acceptance by the Provider

Any change is subject to the Provider's acceptance (availability, new dates) and any resulting price adjustment. The change only takes effect once confirmed in writing by the Provider.

12.3 Non-refundable bookings

Bookings with a Non-Refundable policy cannot be changed. Any attempt to change such a booking is treated as a cancellation with 0% refund.

12.4 Change fees

Fenua Holidays does not charge any management fee for changes. Some Providers may apply their own fees as indicated in their specific terms.

ARTICLE 13 — ACCOMMODATION CAPACITY AND OCCUPANCY

13.1 Maximum capacity

The maximum capacity of each accommodation is indicated on the product listing and in the confirmation email. This information is provided by the Provider, who is solely responsible for it.

13.2 Children's policy

The children's policy (any free stays for younger children, age-based discounts, cribs or extra beds) is set by each Provider (accommodation or activity) and displayed on its listing as well as in the summary before payment.

13.3 Refusal of access in the event of exceeding capacity

Failure to comply with the maximum capacity may result in the Provider refusing access without a refund, or in an additional charge if the Provider agrees to it. The Client must state the exact number of people when booking.

13.4 Capacity error discovered

If the Client discovers a capacity error on arrival, they should contact Fenua Holidays. As the capacity displayed is provided by the Provider, who is solely responsible for it, Fenua Holidays will help find a solution with the Provider; if the service cannot be provided as booked, the amounts collected are refunded within 5 business days.

13.5 Parties and events

Unless expressly stated otherwise in the accommodation's description, organizing parties or events on the premises is strictly prohibited. Any damage occurring in this context is the Client's sole responsibility; the Client bears the full cost of repairs, where applicable through a deduction from the security deposit (Article 15), without prejudice to any further recourse by the Provider.

ARTICLE 14 — INCLUDED SERVICES AND EXTRAS

14.1 Display of services

Services included in the price are clearly identified on the product listing:  "Included" = included in the price (no extra charge) /  "Extra" = paid either online at the time of booking or on site, depending on the Provider's settings.

14.2 Extra services

When a service is offered as an extra, its price appears on the Provider's listing. Depending on the Provider's settings, it is paid online at the time of booking or on site.

14.3 Changes to services by the Provider

The Provider may, in exceptional circumstances, change the included services for reasons beyond its control. It must notify the Client as soon as possible, offer an equivalent replacement service, or grant a discount. Fenua Holidays may step in as a mediator.

ARTICLE 15 — SECURITY DEPOSIT ON ARRIVAL

15.1 Principle

Some Providers may require a security deposit from the Client on arrival, separate from the booking paid through Fenua Holidays, to cover any damage or additional consumption.

15.2 Terms

The deposit is paid directly to the Provider by bank pre-authorization (the preferred method, with no immediate debit) or in cash. The amount is indicated on the Provider's listing before booking.

15.3 Return of the deposit

For cash deposits: refunded within 7 calendar days after the end of the stay, less any justified costs. For pre-authorizations: automatically released within 7 to 14 days depending on banking timeframes.

15.4 Fenua Holidays' non-involvement

The security deposit is a direct transaction between the Client and the Provider. Fenua Holidays informs the Client of its existence and amount, but does not collect it, does not manage it, and is not liable for any disputes relating to it.

PART 3 — PAYMENT & DATA

ARTICLE 16 — PAYMENT TERMS

16.1 Accepted payment methods

Payments are processed via Banque de Tahiti's secure payment solution, compliant with current banking security standards (3-D Secure authentication). Accepted methods: bank cards (Visa, Mastercard, American Express). Available payment methods are presented to the Client at the time of booking.

Payment is collected in XPF (Pacific Franc), the legal currency of French Polynesia. Prices may be displayed for information purposes in EUR; any conversion applied is the responsibility of the Client's bank and is beyond Fenua Holidays' control.

16.2 Timing of payment

The total booking amount is debited at the time your booking is confirmed. The specific payment policy is clearly displayed on the product listing before confirmation.

16.3 Financing of the Platform

Fenua Holidays receives compensation from partner Providers to fund the Platform's services (booking interface, Tiki Bot, customer support, contribution to the solidarity credit, technical and marketing costs). This compensation is included in the displayed rates and does not result in any additional cost to the Client.

16.4 Payment security

Fenua Holidays NEVER stores your bank details. All payment information is processed and encrypted by Banque de Tahiti's secure payment solution, in accordance with current banking security standards. Every transaction is subject to fraud-prevention measures (3-D Secure authentication).

16.5 Invoicing

An electronic invoice is automatically emailed to you within 24 hours of your payment. This invoice is issued by Fenua Holidays in the name and on behalf of the Provider, who remains the seller of the tourism service. It details the total amount paid, the booking information, and the contact details of the Provider and of Fenua Holidays.

16.6 Bank fees

No additional fee is charged to the traveler beyond the amount displayed at the time of booking. However, your bank may apply conversion fees under your banking agreement, beyond Fenua Holidays' control.

16.7 Display currency

Prices are displayed by default in XPF. An indicative display in EUR may be offered. Payment is collected in XPF; any conversion is the responsibility of the Client's bank.

16.8 Resident rate

The Client who selects the resident rate declares on their honor, at the time of payment, that they reside primarily in French Polynesia. The resident rate is reserved exclusively for persons able to prove primary residence in French Polynesia. If no supporting document is presented on arrival, the Provider is entitled to apply the non-resident rate in effect at the time of booking and to charge the Client the difference between the two rates.

ARTICLE 17 — SOLIDARITY CREDIT: SOLIDARITY CONTRIBUTION PROGRAM

17.1 Principle

With each booking, Fenua Holidays awards the Client a solidarity credit, funded exclusively from its own margin. This solidarity credit is a benefit with no monetary value: it is neither a currency nor a means of payment, is not convertible into cash, and is not transferable. It allows the Client to support local projects with cultural, environmental, and social impact in French Polynesia. Detailed terms are set out in the solidarity credit policy available on the Platform.

17.2 Source of funds

The solidarity credit is funded exclusively from Fenua Holidays' margin, with no impact on the amount paid to partner Providers or on the price paid by the Client.

17.3 Allocation

Amounts allocated to the solidarity credit primarily support local projects selected for their impact:

- Local projects with cultural, environmental, and social impact (preservation of Polynesian heritage, environmental initiatives, non-profit associations), selected on merit by a dedicated committee.
- At a later stage, and with no commitment at launch, a portion may be devoted to equipping and providing digital support to partner Providers.

17.4 Transparency

Fenua Holidays publishes an annual report on the collection and allocation of the solidarity credit, available at fenuaholidays.com. An external audit certified by an independent chartered accountant guarantees the traceability of the amounts allocated.

ARTICLE 18 — PROTECTION OF PERSONAL DATA

→ The protection of personal data, GDPR rights, retention periods, and the arrangements for exercising your rights are detailed in Article 17 of the General Terms of Use (GTU), available at fenuaholidays.com.

To exercise your rights or for any question relating to your data: info@fenuaholidays.com.

As part of bookings, your data (first name, last name, email, phone number, dates) is transmitted to the relevant Provider for the performance of your booking. This transmission is necessary for the performance of the contract (GDPR legal basis: Art. 6.1.b).

ARTICLE 19 — REFUND TERMS

19.1 Processing times

In the event of a cancellation eligible for a refund:

- Request received: processed by Fenua Holidays within 48 business hours
- Refund initiated with the payment solution (Banque de Tahiti): immediately upon validation
- Credit to bank account: 5 to 10 business days (up to 14 days for international banks)

19.2 Amount refunded

The amount refunded depends on the Provider's cancellation policy and the time between the cancellation and the date of the service.

Full refund (100%):

- Confirmed force majeure (cyclone, tsunami, administrative closure), where no rescheduling could be agreed — see Article 24.3
- Cancellation at the Provider's initiative
- Obvious error by Fenua Holidays (double booking, incorrect price)

Partial refund:

- According to the Provider's rate schedule (e.g., 50% if cancelled between 15 and 30 days before)

No refund (0%):

- No-show (absence without prior cancellation)
- Termination for breach of the Provider's rules
- Cancellation under the terms set out in the policy chosen

19.3 Fenua Holidays commission

Fenua Holidays' commission follows the same refund policy as the Provider: if the Provider refunds 100%, Fenua Holidays refunds 100% of its commission. If the Provider refunds 50%, Fenua Holidays refunds 50% of its commission. If the Provider refunds nothing, Fenua Holidays does not refund its commission.

19.4 Force majeure

In the event of force majeure, Fenua Holidays forwards your request and supporting documents to the Provider, follows up on the handling of your case, and refunds its commission if the Provider agrees to the refund. Processing time varies by Provider (generally 7 to 30 days after receipt of supporting documents).

ARTICLE 20 — CUSTOMER REVIEWS

→ The terms for posting, moderating, reporting, and the right of reply to customer reviews are governed by Articles 13 and 14 of the General Terms of Use (GTU), available at fenuaholidays.com.

To post a review, a booking confirmed through Fenua Holidays is required. The review may be published up to 3 months after the end date of the stay or activity.

PART 4 — ACTIVITIES

ARTICLE 21 — INTELLECTUAL PROPERTY

→ Intellectual property rights over the Platform's content (text, logos, photos, source code, algorithms, Tiki Bot content) are governed by Article 12 of the General Terms of Use (GTU), available at fenuaholidays.com.

ARTICLE 22 — RESTRICTIONS AND REQUIREMENTS FOR ACTIVITIES

22.1 Mandatory information

Each activity clearly displays the applicable restrictions: minimum and maximum age, incompatible health conditions, required fitness level, necessary technical skills (ability to swim, diving certification...), maximum weight/height, and other prohibitions.

22.2 Client responsibility

The Client declares that they have read the restrictions, meet the required criteria, and provide accurate information about their state of health and abilities. In the event of a false declaration, the Provider may refuse access to the activity without a refund.

22.3 Medical certificate

Certain high-risk activities (diving, aerial activities, extreme sports) require a medical certificate of no contraindication dated less than 12 months prior. This requirement is indicated on the activity listing. No certificate = refusal of access without a refund.

22.4 On-site assessment and physical condition

The Provider reserves the right to assess on site the Client's ability to take part in the activity. The Provider may also refuse or cancel the participation of a Client whose state of health or physical abilities are incompatible with the requirements of the service, as described in the offer published on the Platform.

In this case:

- If the refusal is based on duly justified safety grounds: the Client is refunded the amounts paid, less any costs incurred by the Provider
- If the Client provided inaccurate information when booking: no refund

Fenua Holidays cannot be held liable for a refusal to allow participation based on safety grounds duly justified by the Provider.

ARTICLE 23 — LIABILITY IN THE EVENT OF AN ACCIDENT AND INSURANCE

23.1 Limitation of Fenua Holidays' liability

Fenua Holidays acts as an intermediary and neither organizes nor carries out the activities. In the event of an accident, liability rests with the Provider, who must hold professional liability insurance. Fenua Holidays cannot be held liable for accidents, except where fault is proven in the selection or listing of the Provider.

23.2 Provider's insurance

All listed Providers must hold valid professional liability insurance covering bodily injury caused to Clients, material damage to their equipment, and operational civil liability. The Client may request a certificate via info@fenuaholidays.com.

23.3 Travel insurance

Fenua Holidays strongly recommends that all Clients take out comprehensive travel insurance. Details of the recommended coverage are set out in Article 26.

23.4 On-site liability waiver

Some Providers may ask the Client to sign a liability waiver before the activity. This waiver cannot release the Provider from liability in the event of professional misconduct, negligence, failure to comply with safety standards, or defective equipment.

23.5 Procedure in the event of an accident

In the event of an accident during an activity: immediately inform the Provider, have an accident report drawn up, see a doctor, contact your travel insurance within 24 hours, and inform Fenua Holidays at info@fenuaholidays.com. Fenua Holidays may assist the Client with the process and act as a mediator.

ARTICLE 24 — FORCE MAJEURE SPECIFIC TO FRENCH POLYNESIA

24.1 Definition

The following are considered cases of force majeure in French Polynesia:

Natural events:

- Tropical cyclones and depressions (cyclone season: November-April)
- Tsunamis and tsunami warnings, earthquakes
- Exceptional swells (navigation ban), volcanic eruptions, major flooding

Social and political events:

- General strikes (maritime transport, air transport, public services)
- Public health emergency (epidemic, pandemic)
- Administrative closure of borders or travel restrictions
- War, terrorist attack, riots

24.2 Required supporting documents

To be entitled to cancellation for force majeure, the Client or the Provider must provide official supporting documentation (official announcement, administrative order, alert bulletin, Provider's certificate). Without supporting documentation, normal cancellation terms apply.

24.3 Consequences

In the event of confirmed force majeure, the Provider offers the Client a rescheduling of the service to an equivalent date. If rescheduling is not possible or the Client cannot accept it, the Client is fully refunded: Fenua Holidays returns its commission and the Provider returns the net amount received, with no deduction for costs incurred. This rule applies regardless of the Provider's cancellation policy. Fenua Holidays facilitates the transmission of your request and supporting documents.

The Provider is the sole judge of the safety conditions allowing the service to be carried out, in particular in light of the alerts, bulletins, and warnings issued by Météo France. Its decision to cancel or reschedule a service for safety reasons is its sole responsibility; it is final and does not need to be justified to the Client. A cancellation for safety reasons entitles the Client to a rescheduling of the service to an equivalent date. If rescheduling is not possible or the Client cannot accept it, the Client is fully refunded: Fenua Holidays returns its commission and the Provider returns the net amount received. The Provider's cancellation policy does not apply in this case.

ARTICLE 25 — LIABILITY AND LIMITATION

25.1 Fenua Holidays' liability

As an intermediary, Fenua Holidays is liable only for the proper functioning of the Platform, the correct transmission of information between Clients and Providers, and the initial verification of Providers' regulatory compliance.

Fenua Holidays is NOT liable for the performance of the services, damage suffered during stays or activities, the accuracy of information provided by Providers, or direct disputes between Clients and Providers.

25.2 Liability cap

Except in the case of gross or intentional misconduct on its part, and within the limits permitted by applicable regulations, Fenua Holidays' liability is limited to the amount of the booking concerned. Indirect damages (loss of time, non-material harm, incidental costs, loss of profit) are excluded to the extent permitted by law.

25.3 Platform failure

In the event of a major malfunction of the Platform attributable to Fenua Holidays and resulting in direct harm, Fenua Holidays undertakes to resolve the problem within 24 hours, reimburse direct costs upon presentation of supporting documents, and offer a 10,000 XPF voucher valid for 12 months.

ARTICLE 26 — RECOMMENDED TRAVEL INSURANCE

Fenua Holidays strongly recommends that all travelers take out comprehensive travel insurance before departure. French Polynesia is a remote island destination where medical costs are high, medical repatriation is very expensive (50,000 to 150,000 EUR), and weather hazards are frequent.

Comprehensive travel insurance should cover: medical expenses and hospitalization, medical repatriation, trip cancellation, civil liability, luggage and personal effects, and high-risk activities (check that diving and extreme sports are covered).

Fenua Holidays is NOT affiliated with any insurers and does not receive any commission on policies taken out.

PART 5 — DISPUTES & JURISDICTION

ARTICLE 27 — COMPLAINTS AND CUSTOMER SERVICE

27.1 Contact

For any question or complaint:

- Email: info@fenuaholidays.com
- Mail: Fenua Holidays, BP 42199, 98713 Papeete, Tahiti, French Polynesia (registered office: Lotissement Miri No. 21 — Résidence Rahiti, Apt 1 — 98718 Punaauia)
- Response time: acknowledgment of receipt within 48 business hours, reasoned response within 7 business days

27.2 Complaints procedure

In the event of a problem with a booking:

- Step 1: Contact the Provider directly (contact details in the confirmation email) — recommended timeframe: 24 to 48 hours
- Step 2: If unresolved, contact Fenua Holidays at info@fenuaholidays.com with the booking number, a description of the problem, supporting documents, and the desired solution
- Step 3: Fenua Holidays investigates with the Provider (48 to 72 hours) and proposes an amicable solution within 7 business days
- Step 4: If unresolved, resort to mediation (see Article 29)

27.3 Harm attributable to the Provider

In the event of harm attributable to a Provider's failure, Fenua Holidays facilitates an amicable resolution between the Client and the Provider; any compensation is the Provider's responsibility. Where the service was not provided, the amounts collected by Fenua Holidays are refunded in accordance with the applicable policy.

ARTICLE 28 — STATUTORY WARRANTIES AND RIGHT OF WITHDRAWAL

28.1 Statutory warranty of conformity

In accordance with the consumer protection regulations applicable in French Polynesia (the French Polynesia Consumer Code and, for provisions expressly extended to it, the corresponding provisions of national law), the Client is entitled to the statutory warranty of conformity from the Provider where the service does not match its description or has a defect making it unfit for its intended use.

28.2 Warranty against hidden defects

The Client is also entitled to the warranty against hidden defects provided for under the Civil Code applicable in French Polynesia, on the terms and within the time limits set by the regulations in force.

28.3 Right of withdrawal — NOT APPLICABLE

In accordance with the consumer protection regulations applicable in French Polynesia, the right of withdrawal does not apply to accommodation, transport, catering, and leisure services provided on a specific date or at a specific frequency. Bookings carry no right of withdrawal once confirmed and paid for.

ARTICLE 29 — AMICABLE SETTLEMENT OF DISPUTES

29.1 Complaints department

In the event of any difficulty, please contact us first at info@fenuaholidays.com. Processing time: acknowledgment of receipt within 48 hours, reasoned response within 15 days maximum. If there is no response within 2 months, or if the response is unsatisfactory, you may refer the matter to the mediator.

29.2 Consumer mediation

You may make free use of a consumer mediation service, on the terms provided for by the regulations applicable in French Polynesia.

The contact details of the competent consumer mediator are published on the Platform and provided to the Client upon simple request to info@fenuaholidays.com.

Conditions for referral: having first contacted the complaints department, having received an unsatisfactory response or waited more than 2 months, and the dispute being less than one year old. Processing time: 90 days. Free of charge for the consumer.

29.3 Competent jurisdiction

Consumers domiciled in Metropolitan France

At your choice: the court where you are domiciled, or the Papeete Court of First Instance (Fenua Holidays' registered office). Fenua Holidays may only bring proceedings against you before the court where you are domiciled.

Consumers domiciled in French Polynesia

The Papeete Court of First Instance, or the Court of First Instance of your island of residence (circuit sessions available).

Consumers domiciled in the European Union (outside France)

The courts of your EU Member State of domicile (Brussels I bis protection - EU Regulation No. 1215/2012), or the Papeete Court of First Instance.

Consumers domiciled outside the European Union

In principle, the courts of Papeete have jurisdiction, unless your national law requires specific consumer protection.

29.4 Limitation period

Any legal action is time-barred within the periods provided for by the regulations applicable in French Polynesia, starting from the date the facts giving rise to the dispute became known. A written complaint interrupts the limitation period.

PART 6 — FINAL PROVISIONS

ARTICLE 30 — SEVERABILITY AND PARTIAL INVALIDITY

If any clause of these Terms and Conditions of Sale is held to be invalid or unenforceable, the other clauses remain fully in force. The invalid clause is replaced by a valid clause of equivalent effect. The invalidity of a clause does not affect bookings already confirmed, unless the invalid clause constitutes an essential element of them.

ARTICLE 31 — LANGUAGE AND LANGUAGE VERSIONS

These Terms and Conditions of Sale are drafted in French (the reference language). English translations will be available from launch. The French version alone is authoritative in the event of any discrepancy in interpretation. The Client may select their language via the Platform's settings.

END OF THE GENERAL TERMS AND CONDITIONS OF SALE — Fenua Holidays — Version 2.1