

Safe Standard® – Country Annex: Fiji / Matanitu Tugalala o Viti (2025.1 Public Template)

Valid only for rentals occurring within Fiji.

ENGLISH VERSION

1. National Legal Basis Relevant Fijian laws: • Contracts law based on common-law principles • Consumer Protection under the Commerce Commission Act • Online Safety & E-Transactions guidelines • Product Safety & Standards – Department of National Trade Measurement & Standards • Civil Procedure Rules Jurisdiction: court where the rental occurs unless agreed otherwise. Contract validity: private rental agreements are fully enforceable under Fijian common-law principles.
2. Tax and Reporting Rental income is taxable. VAT: • Standard VAT rate: 15% Record keeping: minimum 7 years (Fiji Revenue & Customs Service).
3. Liability and Insurance Liability requires: • negligence or fault • proven actual damage • causation Gross negligence or intent cannot be excluded. Template limits: • 270 USD per rental • 900 USD for Mobility Recommended insurance: • Public liability insurance • Equipment/business insurance
4. Consumer Rights & Withdrawal Consumer protections apply under national law. No EU-style 14-day withdrawal for date-specific rentals. Refund rules: • Before handover: per agreement • After handover: only if defective, unsafe, or unusable.
5. Data Protection Fiji does not yet have a unified personal-data protection statute. General privacy principles apply. Safe Standard® stores no personal data; Stripe processes payments externally.
6. Enforcement & Cross-Border Cases Handled by Fijian civil courts. Foreign judgments require recognition. Arbitration allowed with written agreement.
7. Use of Templates in Fiji Annex is internal reference only. Steps: 1. Rental Agreement (Country: Fiji) 2. Focus Checklist at handover 3. Photo Rule: No notes = no damage = no photos 4. Damage Invoice if required 5. Annex is NOT shared with renter.