

## **T's&C's 2023 ELIXIR RESORTS srl Hotel bookings**

Your reservation & the accommodation agreement made with Elixir Resorts (ER) will be subject to these Reservation Terms & Conditions & the Reservation Privacy Policy set out below.

When you make your reservation, whether online or by telephone, you will be deemed to have read, understood, & accepted these Reservation Terms & Conditions & the Reservation Privacy Policy.

When you make your reservation, you will be also deemed to have read, understood and accepted the terms & conditions for using the Elixir website (which shall mean [www.elixir-resorts.com](http://www.elixir-resorts.com)) & any relevant terms & conditions shall be deemed to be incorporated into your reservation & the accommodation agreement with Elixir Resorts.

Elixir Resorts provides an online reservations facility on the Elixir website & a telephone facility for making reservations at Elixir Resorts. Accordingly, your reservation & the accommodation agreement is made directly with Elixir Resorts & your use of the Reservations Facility will not result in any contractual relationship between you & Elixir.

### **RESERVATIONS PROCEDURE & POLICIES**

#### **1. Online reservations**

The ER website & telephone facility enables you to check the accommodation offerings & availability of ER. On completion of the reservation process, the Reservations Facility will transmit an online or email confirmation of your reservation. A reservation is only valid when a reservation number has been issued & deposit paid. Relevant details relating to products & services, dietary issues must be confirmed by you directly ER.

#### **2. Hotel Prices**

The prices indicated on the ER website for rooms, products & services are subject to availability. Breakfast is only included if indicated in the rate policy. Taxes & service charges are only included if indicated in the rate policy.

#### **3. Payment**

It will be necessary for you to provide credit card details to secure a room, product or service reservation. The credit card may then be used by ER for payment of a deposit as advised at the time of booking or as a guarantee for a future payment, in the case of a no-show, a cancellation or change to the reservation.

#### **4. Cancellations & Amendments**

You should make any cancellations or amendments to your reservation via email to [contact@elixir-resorts.com](mailto:contact@elixir-resorts.com). The cancellations & amendments policy that applies to your reservation will depend on policy as advised at the time of booking.

#### **5. Rate/Reservation Validity**

Reservation confirmations are provided to you solely for your convenience. ER retain official records of reservation transactions, including details of dates of stay and room, product, & service rates. In the event of discrepancies, alterations, modifications, or variations between this confirmation & our official records, ER's official records shall prevail. Tampering with this confirmation to alter any

room, product or service rate or any other reservation information is strictly prohibited & will have legal consequences.

#### 6. Currency

Reservations will be charged in EURO. A foreign currency transaction may be charged by your card provider. Any deposits or pre-payments will be deducted from the final reservation invoice. A refund of a deposit or prepayment, if any, will be made in Euros.

#### 7. Pre-paid Reservations

All rate plans require 50% prepayment at booking, & the balance of 50% in full latest 21 days prior to your planned arrival.

#### 8. Overbooking

If a guest cannot be accommodated due to the ER hotel overbooking or an unforeseen circumstance, ER will attempt to accommodate guests, at its expense, at a comparable property in the area for the night(s) for which the ER is unable to accommodate such guests.

#### 9. Special Requests

ER will strive to honour any request for specific room

#### 10. Pets

No pets allowed

#### 11. Guest's obligations

You agree to the T&C's of purchase imposed by Elixir Resorts. You also agree that you are fully responsible & shall pay for all charges, fees, duties, taxes, assessments & other amounts arising out of your reservation when due, including additional taxes & fees that may not be included in the quoted rate.

You understand that any violation of an Elixir Resorts conditions may result in cancellation of your reservation & you forfeiting any monies paid for such reservation & ER debiting your account for any costs it incurs as a result of such violation.

#### 12. Privacy & data protection

Our Reservation Privacy Policy (set out below) will apply to your reservation & forms part of these Reservation Terms & Conditions.

#### 13. Force Majeure

Elixir Resorts will NOT be liable for any change or cancellation of any reservation that is caused, in whole or in part, by events, occurrences, or causes beyond the control of ER. Such events, occurrences, or causes include, without limitation, acts of God, terrorist activities, weather, strikes, lockouts, riots, acts of war, earthquake, volcanic activity, ash clouds, tsunamis, fire, & explosions.

#### 14. Governing Law

These Reservation Terms & Conditions are governed by the laws of the European Union (EU) & the courts of the EU shall have exclusive jurisdiction in relation to any dispute in relation thereto.

## 15. Contact Details

Elixir Resorts srl, via Peraio 57, Chiusi, 53043, SI, Italy

Any queries arising from these Reservations Terms & Conditions should be sent by email to:

[contact@elixir-resorts.com](mailto:contact@elixir-resorts.com)

### **PART 2: RESERVATION PRIVACY POLICY**

This Reservation Privacy Policy provides you with information about the personal data ER collects in connection with your reservation at ER, why we need to collect it, how it will be used, who it will be shared with & your rights in relation to it.

The personal data ER collects

In order to complete your reservation & arrange its fulfilment ER needs to collect the following personal data as part of the reservation process:

your first & last name.

your email address.

your country of residence

details of your payment card including the card number, cardholder name, expiry date & CVV number.

You may also, if you wish, provide ER with:

your postal address (home or business).

preferred contact telephone number.

The personal data you provide ER during the reservation process will be referred to in this Reservation Privacy Policy as the Reservation Data.

How ER uses the Reservation Data

ER will be the data controller of the Reservation Data.

It is necessary for ER to process the Reservation Data so that the contract for your hotel reservation.

ER will only store the Reservation Data for as long as is necessary to fulfil your reservation. The Reservation Data will be destroyed, anonymised &/or deleted once your reservation has been fulfilled & all payment & administrative matters have been completed. Your email address will be added to our database for our newsletters & promotions, you may unsubscribe from this at any time.

Effective from 1st January 2023

### **PART 3: THE ER SALE TERMS & CONDITIONS**

Please note, the payment must be paid 50% at the time of booking & the balance 21 days prior to arrival & is non-changeable.