

BOOKING TERMS & CONDITIONS (WINTER SEASON)

Listed here are the booking terms and conditions (the “T & Cs”) for La Fenice S.r.l., with a registered office at Condominio Centro, Breuil-Cervinia, Valtournenche, Aosta, SNC 11028, Italy; hereafter referred to as “La Fenice” “We”, “Our”, or “Us”. These terms and conditions relate to the rental of this property.

AGREEMENT

1.1 The booking terms and conditions contained in this document, together with your Booking Confirmation Form and any other Addendums, comprise the contract between La Fenice and all persons listed on the Booking Form. The contract is deemed to have been made as soon as the Booking Confirmation Form has been sent and completed by the group leader, accompanied by a non-refundable deposit (detailed in section 2.1) or full payment, as applicable. The “Booking Confirmation Form” refers to the soft e-copy or paper copy of the original Booking Confirmation Form and the incorporated terms and conditions filled in by the group leader.

1.2 By completing a Booking Confirmation Form, the group leader agrees on behalf of all listed members that:

1.2.1 He/she has read the T&Cs and agrees that all members of the group are bound by them;

1.2.2 He/she is over 18 years old;

1.2.3 He/she consents to our use of information as stated in our privacy policy (available by clicking on the following link: <https://chaletlafenice.com/privacy.pdf> ;

1.2.4 All information provided to La Fenice is correct and accurate;

1.2.5 All members of the group must be named for identification purposes at least 14 days prior to arrival in the Property;

1.3 You must read these booking conditions carefully before booking your holiday with La Fenice. The person making the booking on behalf of the Client (the group leader) accepts the booking conditions on behalf of all persons defined as “Client”. It is the responsibility of the group leader to bring these booking conditions to the attention of all persons included in the booking and to ensure that they are respected. Validation of a booking by the Client implies acceptance without restriction or reservation of these General Conditions.

1.4 The group leader making the booking is deemed to have made the booking exclusively on his/her own behalf and on behalf of the other members of the group staying with him/her – bookings on behalf of third parties are not permitted.

1.5 When payment has been made over the telephone, without a Booking Confirmation Form being completed, a contract will come into existence immediately between you and La Fenice upon processing of a credit/debit card payment or bank transfer for the deposit or full payment of your

holiday. This will be oral confirmation of your booking. Written confirmation will be subsequently sent via email.

1.6 The group leader is responsible, on behalf of all other members of the group, for all matters relating to the booking, thus he/she will be personally liable for all monies due to La Fenice from the remainder of the guests listed on the Booking Confirmation Form. The “Group Leader” refers to the person stated as such on the Booking Confirmation Form.

1.7 If at any time, prior to the start of the holiday, there is a change of Group Leader, La Fenice must be notified by email by the original Group Leader.

1.8 Under no circumstances are guests who are not specified on the Booking Confirmation Form or communicated during the pre-arrival registrations allowed to stay overnight in the Property or dine at the Property or use any of the facilities of the Property. This is based on regulatory and insurance restrictions placed on the Property’s operation (see clause 1.9). Failure to comply with this may result in your booking being terminated immediately in resort and you and your party being asked to vacate the Property immediately. No compensation will be paid for this. The “Property” means the property you are occupying, as stated on the Booking Confirmation Form.

1.9 On an occasional basis and with prior approval and registration, Invited Guests (individuals invited by the Group Leader to the Property who are not specified in the Booking Confirmation Form or communicated during the pre-arrival registrations) may enjoy the facilities of the Property. The number of permitted Invited Guests at any one time shall be at the discretion of the Property management. The Group Leader accepts full responsibility for Invited Guests. A charge of **€350** will be added to the party’s closing invoice for each visitor per day. Such charge shall not include any additional charges which may be incurred for soft drinks, alcoholic drinks, food or meals per visitor. Under no circumstances are Invited Guests allowed to stay overnight at the Property and admittance to the property shall be between the hours of 1600 and 2300.

1.10 Please note that due to the nature of the services, you do not benefit from the 14-day cooling off period.

2.0 BOOKING

2.1 The booking made in accordance with clause 1.1 above shall not be final and the contract shall not be entered into until the availability of the Property has been confirmed by La Fenice and upon the receipt of a non-refundable deposit of **30%** of the total cost of the holiday (the “Deposit”), unless otherwise agreed by La Fenice. A booking enquiry will not be held until a full deposit is received. A completed Booking Confirmation Form must also be submitted within 7 days to complete a reservation.

2.2 Should a booking be requested in writing/email or verbally, without payment of a deposit, the booking will be deemed not secure until deposit monies are received. Thus, La Fenice reserves the right to re-book the same week in the same accommodation to another client without notification.

2.3 When you receive your confirmation invoice, please check all details carefully to ensure that they are correct. If there are any errors on the confirmation invoice, please bring them to our attention within 7 days of the invoice being issued, otherwise we will assume that the details shown are correct.

2.4 The final balance outstanding on your holiday must be paid 10 weeks before the start date of your holiday with La Fenice. For bookings made within the 10-week start date period, the full cost of the holiday will be payable at the time of booking to secure your reservation.

2.5 If the final balance is not received 10 weeks before the start of your holiday with La Fenice, we reserve the right to cancel the booking and retain any deposit paid. La Fenice then reserves the right to re-book the same week in the same catered property to another client without notification.

2.6 If you, or your party, change any of your flight details after having booked your holiday, and La Fenice has made airport transfer or any other arrangements on your behalf, an administrative charge of **€35** may be incurred, which will be added to your final balance.

2.7 As Group Leader, payments for properties on behalf of a group must be made in one lump sum. This applies to deposits and to final balances. La Fenice cannot accept multiple payments from multiple individuals for group bookings. Payments made by the client will only be considered final once La Fenice has received the said sums.

3.0 PRICES AND PAYMENT

3.1 Prices are based on exclusive use of the property and will therefore remain the same irrespective of the number of guests, up to the maximum capacity. We reserve the right to increase our prices and therefore offer no guarantee that postponed reservations will be offered at the same price as the original booking.

3.2 The prices quoted on the www.chaletlafenice.com website for the Property includes the **Accommodation**, plus:

- **Breakfast** on 7 mornings available between 0730 and 1000. Timings can of course, be adjusted with prior agreement. This is offered as a buffet style self-service and includes cold meats, cheeses, cereals, a variety of fresh milk, fresh orange juice, tea and coffee, toast, jams and honey, cut fruit, yogurt and fresh berries. The chef is also on hand to prepare bespoke cooked breakfast specials for guests.
- **Afternoon Tea** on 7 days served between 1600 and 1730. Timings can of course, be adjusted with prior agreement. This is offered as a buffet style self-service and includes cakes, pastries, biscuits, fruit, selection of teas and infusions and soft drinks and juices. Our chalet staff will be on hand to assist as required.
- **Evening Cocktail Hour** on 6 nights served in the Drawing and Club Rooms between 1830 and 1945 with canapes and cocktails. Timings can of course, be adjusted with prior agreement. An allowance of 2 bottles of Franciacorta per evening and an aggregate allowance of 2 standard cocktails per guest per Evening Cocktail Hour. Excess consumption or requests for premium alcohol shall be charged on a per unit basis and at the discretion of the chalet manager. The unit price of cocktails and premium alcohol will be available in our digital in-house menu. Extras will be added to the closing invoice.
- **Evening Dinner** on 6 nights served usually at a single sitting at around 2000 (though the start times for dinner can be adjusted by 30 mins either way at the guest's request). If young children form part of the party, a separate earlier sitting will be arranged, if desired, at a time to suit. Dinner is prepared by the in-house chefs and the kitchen team and with table service. Evening Dinner usually comprises 5 courses of fresh locally sourced ingredients, though the chefs always look to add variety to the

LA FENICE

DEL MONTE CERVINO

format of dinners throughout the week. Menus vary each day and are dominated by famous regional Italian dishes and recipes. With prior notice, menus can be adjusted and tailored to meet client preferences. With sufficient notice, special premium foods can be incorporated into the Evening Dinner menu. The cost of such items would be agreed with the client pre-arrival at the Property. An allowance is provided for 1 bottle of specially selected Italian wine (whites or reds) per 2 guests during Evening Dinner, unlimited still and fizzy water and soft fizzy drinks.

Premium wines, champagnes and spirits can be purchased separately and are available from the in-house cellar.

- **Soft Drinks** includes an unlimited daily allowance of fizzy bottled/canned soft drinks and a variety of bottled fruit juices.

- **Daily Alcohol Allowance** (including allowances made for Evening Dinner and Evening Cocktail Hour) includes a daily allowance of 2 bottles of Franciacorta for the group, 4 standard regular cocktails per guest, 1 bottle of specially selected Italian wines (whites or reds) per 2 guests, and 4 bottled beers per guest.

Premium wines, champagnes and spirits are available as an optional extra and charged separately.

- **Nibbles and Snacks** are available throughout the holiday for guests on an unlimited basis to enjoy at their leisure. This includes a selection of savoury snacks, popcorn, nuts, crisps and fresh fruits.

- **Lunch** is not included. However, where a member of the party is a non-skier/Property bound or a guest desires lunch at the Property, then a light and simple lunch will be provided at an extra charge of **€50** per meal.

- **Resort Driver Service** is available between 0800 and midnight. Driver services outside these hours must be booked in advance and will be charged at **€75** per journey. If journeys are required outside the resort, we have an extensive list of external companies which can be booked by the Property manager on behalf of clients.

- **Daily Housekeeping** includes preparation of bedrooms every morning and daily turnovers in the evening. This includes a complete change of bed linen mid-week.

- **Personal Laundry Service** is available on a bespoke basis and is charged at **€50** per wash cycle.

- **Office Services** are complimentary and available to guests in a dedicated study with a curved screen PC, Microsoft Office, printer, photocopier and scanner and Wi-Fi connectivity.

- **Open Fire** is prepared daily from 1730 in the Drawing & Club Room unless excess wind prevents its use.

- **Stocked cellar** is designed to provide a wide range of premium wines and champagnes for the enjoyment of guests. These are priced separately and charged as an extra. Where specific brands of alcohol or vintages are requested by guests, the Property manager shall endeavour to source the items prior to guest arrival. Pricing and payment for all such items shall be agreed via email with the Group Leader prior to items being purchased and supplied for consumption during the holiday.

• **Not included** in the holiday price are items such as lift passes, equipment hire, resort activities, lessons, ski guides and instructors, flights, childcare, airport transfers or travel costs, vehicular travel outside the resort, massages or beauty treatments, lunches, premium foods and certain alcoholic drinks classed as optional extras, holiday and medical insurance.

3.3 La Fenice guarantees the price of your holiday as quoted at the time of booking and as stated on your Booking Confirmation Form. La Fenice reserves the right to increase or decrease the advertised price of unsold holidays at any time.

3.4 Details of a valid credit card(s) will be taken pre-arrival or on arrival at the Property and a balance of **€7,500** will be reserved for the duration of the holiday. These details will be kept for the duration of your stay. The credit card will be used for extras which you have incurred and which are not included in your holiday package. These extras may include such items as fine wines, specialist foods, bespoke events, pre-booking of special events, extra activities, ski guides, ski passes, etc. By you agreeing to these T&Cs, you are agreeing to La Fenice charging the card(s) in Euros for the appropriate amount in the event extra charges are incurred.

3.5 Prior to arrival, a security deposit transfer of **€30,000** will be required. This deposit will be held by La Fenice as security against property damage, loss, breakages and additional cleaning charges, as more specifically detailed in section 7.0. Acceptable forms of payment include a bank transfer to our Euro denominated Italian bank account, a credit or debit card.

3.6 La Fenice will not be held responsible for charges incurred by yourself for international bank transfer costs or charges imposed on you by your bank or card issuer. This also includes payment discrepancies or additional costs caused by variations in exchange rates used by your bank or card issuer.

3.7 In the event of unpaid payments, the Group Leader will be contacted to make immediate payment by other means. In the event of non-payment by other means or a new payment not being honoured within 72 hours of La Fenice making the request, we reserve the right to cancel the booking and retain any deposit paid, and to levy a cancellation charge as set out in 4.0 below. La Fenice then reserves the right to re-book the same week of the Property to another client without notice or refund of any sums already paid by the client in respect of the booking.

3.8 In the event of late payment of your final balance, any charges or loss of revenue incurred on our behalf may be added to your balance. We reserve the right to cancel your holiday should you fail to pay your final balance. No compensation will be provided.

3.9 La Fenice will always endeavour to resolve any discrepancies during your stay. It is also your responsibility to report to us any damage you notice to the property on arrival or during your stay. You remain responsible for any damage to the Property or its facilities caused by you or any member of your party during your stay. In the event that any damage to the property is not brought to our attention during this period, and is discovered after your departure, we will contact you within 72 hours of your departure from the property to advise you of the cost of repairing the damage to the Property or replacement of the item(s), as appropriate.

3.10 Any outstanding items purchased on your behalf during your holiday will be outlined on your bill and are payable by credit or debit card before your departure.

4.0 AMENDMENTS AND CANCELLATION

4.1 La Fenice will not be liable to pay you any compensation or refund if the failure to perform any of its obligations under your booking results from events, circumstances or causes beyond our reasonable control (and which we could not, even with all due care, foresee or avoid). Such events may include, but are not limited to, acts of God, war or threat of war, riots, civil commotion, terrorist activities (actual or potential), labour disputes, volcanic ash clouds, governmental decisions, natural or nuclear disasters, epidemics, pandemics, adverse weather conditions, fires, closure of ports and airports, and any other similar events beyond our control (“Force Majeure”).

4.2 You may cancel your stay at any time, provided that the Group Leader makes the cancellation in writing/email. La Fenice accepts no responsibility for non-delivery or non-receipt of such written cancellation. Cancellation fees are as follows:

4.3 In the event of cancellation by you, the deposit paid will be retained in full by La Fenice, regardless of the date of cancellation.

4.4 Cancellation Charges

LENGTH OF NOTIFICATION GIVEN AND CANCELLATION CHARGE

Any period within 10 weeks before your scheduled arrival date = Entire deposit forfeited

8 – 10 weeks before your scheduled arrival date = 60% of total booking cost forfeited

6 – 8 weeks before your scheduled arrival date = 70% of total booking cost forfeited

4 – 6 weeks before your scheduled arrival date = 80% of total booking cost forfeited

Less than 4 weeks before your scheduled arrival date = 100% of total booking cost forfeited

Once the outstanding balance has been settled, the customer shall be reimbursed after accounting for cancellation fees. Any unsettled balance, minus refund amount, remains payable in its entirety.

4.5 Non-receipt of the balance of the cost of the holiday will not be taken as notification of cancellation. Groups will still be liable for cancellation charges as shown above if they subsequently cancel the holiday.

5.0 LIMITATION OF LIABILITY

5.1 La Fenice does not accept any liability where-so-ever or how-so-ever arising, or pay compensation for:

- a) Any Force Majeure event.
- b) Adverse weather or traffic conditions, avalanche, wind, mud slips, slides and snow conditions and the effect any of these may have on travel arrangements, accommodation and activities.
- c) Limitations imposed by resort authorities, ski-lifts, ski school or ski hire operators.
- d) Travel arrangements made by the group or on behalf of the group.
- e) Any personal injury or death, where-so-ever or howsoever arising, caused to any visitor and/or any member of the group for their duration of stay.

f) Any disruption caused due to epidemic or pandemic restrictions or regulations imposed by national or local Government and the impact this may have on the activities of guests.

5.2 These limitations are not intended to exclude any statutory rights the group and/or visitor may have.

6.0 RESPONSIBILITIES AND BEHAVIOUR

6.1 Guests and Invited Guests should always act in a way that is respectful and polite to the Property staff members and local residents and at all times behave in a way that does not damage La Fenice's reputation. Under no circumstances will violence or abuse to staff be tolerated. All Guests and Invited Guests at the Property are expected to conduct themselves in an orderly and acceptable manner that will not cause offense or distress to the Property staff members. Guests and Invited Guests must adhere to normal standards of acceptable behaviour, conduct and morality. If, in the opinion of the Property manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or upset to staff members, La Fenice reserves the right to cancel your holiday prematurely and request that the Property be vacated immediately. No compensation will be provided.

6.2 Smoking and vaping within La Fenice is **STRICTLY FORBIDDEN**. This includes on balconies, terraces, or along perimeter pathways around the Property. Those wishing to smoke should do so outside the Property at the designated smoking area, disposing of cigarette butts in the designated ashtrays. Any group found to have anyone smoking in the properties will be charged €10,000 for an external commercial cleaning company fee and disruption caused. If smoking facilities are likely to be required during your holiday, please advise La Fenice before arrival and we will make preparations in anticipation of your arrival.

6.3 The use of illegal substances in or around the Property will not be tolerated. Anyone found to be using or supplying such substances will be evicted from the property with immediate effect. This could lead to the entire group being evicted. No compensation will be paid.

6.4 The kitchens are classified as technical areas and for your own safety should not be entered unless accompanied by a member of staff.

6.5 It is the responsibility of the group to ensure that the Property is locked at all times. Any group who fails to lock the doors and windows of the Property will be liable for any stolen property belonging to La Fenice or the Owner as a result of such negligence. La Fenice will not be held responsible for any theft or loss of personal property from the Property or vehicles.

6.6 It is your responsibility to ensure you have all the necessary legal travel documents in place depending on your nationality and residency. It is your responsibility to check which documents are required before you travel and ensure you have those in place for the duration of your holiday. Please ensure your passport is valid beyond your return date. La Fenice will not be held responsible for any legal changes made to travel requirements between the time of booking your holiday to departure. No refunds or compensation will be made by La Fenice in the circumstance where any government changes to travel regulations are imposed.

6.7 You are responsible for ensuring that you have full medical and travel insurance cover throughout your stay at La Fenice from the date of booking. Winter/mountain sports and travel involve a degree of risk and therefore we require that you take out adequate travel insurance in order to cover any accidents during your holiday, for which La Fenice will not be held responsible.

La Fenice will only be liable for death or personal injury if it is a direct result of an act or omission of our employees in the performance of their duties, unless the cause of such death or personal injury is due to:

- your acts or omissions or those of a third party not connected with the provision of your booking;
- an event which could not have been foreseen or prevented even by exercising all due care.

However, acceptance of this liability is subject to you informing us of any claim in writing within 28 days of the end of your holiday.

6.8 It is your responsibility to familiarise yourself with the fire exits and fire extinguishers in the property when you arrive.

7.0 DAMAGES, LOSS, SURPLUS CLEANING, THEFT AND BREAKAGES

7.1 A security deposit of **Euro 30,000** is required in advance of your arrival. This amount should be transferred via a bank transfer to our Euro denominated Italian bank account, a credit or debit card. The deposit funds will be released within 72 hours of check-out less any outstanding amounts owed. This period may be extended in the event of any damage which requires further investigation or repair.

7.2 Should any items or property be lost or damaged during your stay, you must notify La Fenice immediately.

7.3 By accepting these T&Cs, the client undertakes to take good care of the fabric of the Property and of the items, goods and equipment forming part of the Property or made available to him/her during the stay and to return them at the end of the stay in the same condition as the client found them on arrival. Any loss of or damage to any of these goods and equipment forming part of the Property or made available to the client, will be deducted from the security deposit.

7.4 Key cards may be used for bedrooms, should you lose a key card, you may be charged **€10** for a replacement.

7.5 Any client not properly securing the exits or windows of the property, including balcony will be liable for any La Fenice property stolen as a result of that negligence.

7.6 La Fenice will not be held responsible for any theft or loss of any personal possessions from our premises/vehicles. Whilst La Fenice will endeavour to ensure the security of guests' personal possessions, La Fenice cannot guarantee it.

7.7 It is up to the Group Leader to ensure that each member of the party is responsible for the safety of all their own personal possessions, documents and equipment. No responsibility or liability will be accepted in respect of such items, as it is a condition of your booking (and therefore reasonably assumed by La Fenice) that all guests have taken out appropriate insurance to cover such loss and/or damage. For the avoidance of doubt, please note that this section also applies to watches, jewellery,

ipads, mobile phones, laptop computers, mountain bikes, road bikes, ski/snowboard equipment, cash and any other “high value items” that guests have brought with them on holiday. All guest rooms are equipped with private safety boxes and upon request, items may be deposited in the Property secure safe.

8. ADDITIONAL COSTS

8.1 Details of the Group Leader’s valid credit card will be taken during the booking process or on arrival for extras such as fine wine or premium food requested by a member of the party during their stay (see Clause 3.4). Payment will be confirmed and made by the guest prior to the consumption of any extras.

9.0 SERVICE CHARGES, TIPS AND GRATUITIES

9.1 We do not add a service charge to your bill, however, gratuities are greatly appreciated by our staff. Tips and gratuities to the staff are entirely discretionary, but if you have enjoyed your stay and are satisfied with the service provided, then we would suggest a rate of between 10–15% of the holiday price.

10.0 CHECK-IN AND CHECK-OUT TIMES

10.1 Check-in time is 17:00. Check-out time is 10:00. Whilst we understand that some groups may wish to arrive earlier or depart later on those days, La Fenice needs to maintain these timings in order to prepare the properties for the next guests. We will happily store luggage should your flight schedule mean you arrive before or after our check-in and check-out times, however, we cannot guarantee any access to the Property.

11.0 DRIVER SERVICES

11.1 La Fenice provides a driver service within the resort for your convenience. The use of our chauffeured vehicles is taken entirely at your own risk and La Fenice takes no responsibility for death or personal injury caused through the use of this service.

11.2 The driver service is available to your group during normal hours from 0800 to 12 midnight every day during your stay at La Fenice. Should the service be required outside normal hours, a charge of **€75** will be added to the final cost of your stay for each booking outside normal hours. Your driver’s phone number will be given to you at the start of your holiday. All calls made to the driver’s Italian mobile phone are at the guest’s own expense and will not be reimbursed by La Fenice.

11.3 When phoning for a collection, please allow the driver 15 minutes to reach you.

11.4 If travelling with children or babies who require a car seat, it is your responsibility to bring a car seat with you that is correctly fitted to your child. Children under the age of 12 should be accompanied by an adult at all times. La Fenice will not be held responsible for children unable to use the driver services due to lack of appropriate car seat or presence of an adult.

12.0 PROPERTY FACILITIES

12.1 In order to maintain and protect the Property, outdoor shoes, ski boots and snowboard boots are not permitted in the Property at any time. Slippers are provided for your convenience.

12.2 All outdoor equipment such as skis, boards, boots, bikes and sledges must be left in the ski or bike room or other outdoor/garage designated areas. This includes any equipment belonging to the group. On arrival you will be shown the secure storage areas where your equipment can be kept. All maintenance and fitting of equipment must be done in the ski room or garage area.

12.3 Guests use the gym, external jacuzzi, Hamman steam room, sauna and indoor swimming pool at their own risk. These areas are not continuously supervised by La Fenice staff. We recommend that children under the age of 12 and pregnant women do not use the jacuzzi or sauna. Under 16 year olds must be accompanied at all times in the jacuzzi, sauna, Hamman steam room or pool. Please be aware that the area around the external jacuzzi can become slippery and that ice may form on the surrounding stone deck in the winter season. Care must be taken at all times. When using the jacuzzi, drinks must be kept in non-breakable glasses without exception. Any broken glass in the jacuzzi will result in the jacuzzi being permanently closed and any subsequent damage, repair costs or inconvenience to the following weeks' clients will be charged accordingly and before the group's departure. Chalet staff reserve the right to close the jacuzzi at any time if it is being misused, if guests are not observing safety rules or if there is any chemical imbalance or breakdown. The jacuzzi may also be closed for use when it is deemed by La Fenice that outside conditions are unsuitable or dangerous. Compensation will not be payable in such cases and prior notice is not necessary. For safety reasons, the jacuzzi shall only be available for use when Property staff are on duty and between the hours of 10am and 12 midnight daily. La Fenice takes meticulous care of the jacuzzi and drains, cleans and replaces water for every new group. Daily chemical checks and maintenance are recorded according to the law. In the interest of hygiene, all persons using the jacuzzi are required to shower before entering.

12.4 The sauna is used at guest's own risk. We recommend that children under the age of 12 and pregnant women do not use the sauna. Under 16 year olds must be accompanied at all times in the sauna. In the interest of hygiene, all persons using the sauna are required to shower before entering.

12.5 La Fenice has a massage / treatment room. A third-party professional therapist will be brought in to offer treatments. It is the guest's responsibility to discuss their medical history and the treatments with the therapist. La Fenice accept no responsibility for any injury that may be caused by a therapist or any reaction to the products used. La Fenice presumes that all guests, before using any chalet facilities, have read, understood and agreed to these T&Cs.

12.6 La Fenice has a well equipped gym for use by clients. It is the guest's responsibility to ensure they are knowledgeable and able to use the equipment in a safe and appropriate manner. Under 16 year olds must be accompanied at all times in the gym. Staff will be on hand to offer assistance where needed, but the gym is not supervised. La Fenice accepts no responsibility for any injury that may be caused by inappropriate use of the gym and its equipment. La Fenice presumes that all guests, before using any chalet facilities, have read, understood and agreed to these T&Cs.



All members of the group are deemed to have read, understood and accepted these T&Cs of use, prior to using the facilities of the property.

12.7 The indoor pool is used at guest's own risk. The pool is unsupervised and there is no lifeguard on duty. Where a group includes young children, access to the pool and spa area can be restricted by activating a 6-digit entry code. The Property manager will discuss this safety option with you upon arrival. Under 16 year olds must be accompanied at all times in the pool. In the interest of hygiene, all persons using the pool are required to shower before entering.

13.0 CHILDREN & ANIMALS

13.1 No matter how much care is taken, La Fenice is not childproof. La Fenice will not be held responsible for any accidents occurring within or around the property. It is the parents' responsibility to ensure their children are supervised at all times.

13.2 La Fenice can provide a highchair and cot for babies. La Fenice accepts no responsibility should an accident or injury occur as a result of the use of such items. Parents assume full responsibility for the safety and wellbeing of their children at all times.

13.3 Childcare is not provided by La Fenice and, if childcare is required, this must be discussed with our Property manager who will recommend a third party professional. Children under 16 must therefore be accompanied at all times in the Property.

13.4 Children's menus and meals times can be adjusted to suit client needs. Please make specific requirements known to the Property manager prior to arrival.

13.5 Animals are STRICTLY not allowed in La Fenice.

14.0 DIETARY AND SPECIAL REQUIREMENTS

14.1 Any food allergies must be brought to La Fenice's attention at the time of booking. Please indicate the severity of such allergies where applicable, for example, "peanut allergy so severe it can be triggered by inhaling airborne particles".

14.2 Dietary requirements should be added to the Booking Confirmation Form at the time of booking. Any new dietary requirements should be brought to our attention as soon as possible in order to allow the chef time to adequately prepare.

14.3 Any special food and beverage requirements, such as birthday cakes and externally sourced foods or drinks, should be added to the Booking Confirmation Form at the time of booking.

14.4 We will endeavour to source any specially required food or drink where ample prior notice is given. Such special purchases will be charged to your bill including any shipping or import charges we may incur in sourcing these for you. An administrative mark-up of 20% shall be applied. Where items have been sourced as requested but not fully consumed, charges will be incurred in full and no compensation will be given by La Fenice for any unconsumed items.



15.0 AIRPORT TRANSFERS AND AIRLINES

15.1 La Fenice can arrange your transfer requirements. These are not included in the cost of your holiday and must be paid on or before the final balance is due.

15.2 In the case of unforeseen circumstances which are out of La Fenice's or a third party provider's control, such as but not limited to flight delays, cancellations, lost luggage, adverse weather and road conditions, you may be required to wait in the airport until the situation can be resolved or another method of transport is arranged. If this happens, you will be notified immediately upon arrival and kept informed of the situation by La Fenice.

15.3 Due to adverse weather or road conditions, it may be necessary to extend airport transfer times. Such decisions will be made by our partners providing the transfer service and you will be notified of such changes as soon as they are made. Any person who misses a connecting flight, train or other transport, due to not being ready to leave the resort at the agreed time, will not be compensated by La Fenice or by our third-party partners. Nor will any other members of the group who are inconvenienced, delayed or miss connections as a result of that person.

15.4 La Fenice reserves the right to dispatch a group and vehicle without all members present in the unusual instance where members of the group do not show up on time and are not responding to phone calls or are under the influence of drugs and/or alcohol and causing delays to the group. Any such person left in resort is responsible for arranging their own transfer and/or accommodation needs and La Fenice accepts no responsibility for this, and compensation will not be payable to the client.

15.5 Any costs incurred due to unforeseen circumstances resulting in you missing your flight should be claimed against your holiday insurance.

16.0 COMPLAINTS

16.1 In the unlikely event of you having a complaint with any part of your holiday, you should notify the La Fenice staff immediately. All complaints will be dealt with seriously and by a member of management who will endeavour to rectify the situation as soon as possible.

16.2 Any complaints made on or after departure will not be considered. Complaints cannot be accepted for snow conditions, weather, closures of ski-lifts and services offered by third party suppliers, or anything outside of La Fenice's direct control.

16.3 Our liability is in all cases limited to the reimbursement of the sums actually paid by the customer and we shall not be considered as responsible or in default for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognised by Italian jurisprudence.

17.0 THIRD PARTY SUPPLIERS / ACTIVITIES / CONCIERGE SERVICE

17.1 La Fenice can assist in sourcing and booking any of the extra services you may need when on holiday. These services are subject to the terms and conditions of the individual third-party companies. La Fenice reserves the right to charge an administration fee on such bookings of up to 15%.

17.2 La Fenice has researched to the best of its ability the practices of the third-party providers of activities and transport which our concierge service will book on behalf of the client. In the event of any unforeseen circumstances, accident or event due to the actions of a third party, La Fenice shall not be held liable. Bookings made to third party providers by our concierge on behalf of the client will be bound by the third party supplier's terms and conditions which are available upon request.

18 INSURANCE

18.1 Please note that La Fenice does not provide winter sports or other travel insurance to its clients. It is your responsibility to ensure that you and your party have appropriate and adequate insurance.

18.2 It is a condition of booking with La Fenice that all clients (including all members of their party) possess personal insurance covering:

- Cancellation or interruption of your trip (including cancellation or disruption related to the risk of pandemics such as Covid-19);
- Travel delays and transfer costs (including additional costs incurred in the event of delay);
- Emergency medical expenses, including but not limited to, mountain rescue, ambulance and repatriation costs;
- Winter sports and any activities you may do in the resort;
- Risks and costs incurred by third parties as a result of damage to property or adjacent property caused by you or any member of your party, your employees or visitors during your stay;

In the event that you fail to obtain appropriate insurance in accordance with this clause, we will not be liable for any costs incurred or claims made against us as a result of your failure to comply with this condition.

We also recommend that you take out adequate insurance to cover your personal belongings.

18.3 In order for us to assist you in an emergency, it is helpful for us to have information about your travel insurance policy. Please provide us with this information at the time of booking.

19 DATA PROTECTION

19.1 We are committed to protecting your privacy. Please see our privacy policy on our website. We may disclose to our suppliers information about you, such as your name, contact details, travel preferences and any special needs or dietary requirements you have provided to us for yourself and your travelling companions, in order to fulfil their obligations.

19.2 We do not sell any information or our mailing list to other organisations. Please note that security regulations may require us to provide government agencies with access to the data you disclose to us.

20.0 TERMS OF CONTRACT

20.1 All descriptions on the La Fenice website are given in good faith and are believed to be correct. This is in relation to all aspects, including activity pricing and information.

20.2 For the avoidance of doubt, in the event of any conflict between the details on the La Fenice website and the T&Cs, the provisions of the T&Cs shall prevail.

20.3 The contract and the agreement is made in accordance with these T&Cs.

20.4 If you book through a Travel Agent, they will act to pass information from you to us and vice versa. They may also receive payment from you for your reservation and will subsequently transfer the funds to La Fenice. Any advice given to you from your Travel Agent, which is not based on advice given to them by us, is their responsibility. In these circumstances, we do not accept liability if incorrect advice is given to you by your Travel Agent.

We partner with various Travel Agents or other third parties and so La Fenice may appear on third party websites. We have no control over the contents and practices of these websites. You access and rely upon the contents of these third party websites solely at your own risk. We accept no responsibility for the contents of and practices of any third party websites. You should therefore not solely rely on any descriptions that are not on our website. The La Fenice website can be found at www.chaletlafenice.com

21.0 MISCELLANEOUS In the absence of proof to the contrary, the data recorded in the La Fenice computer system constitutes proof of all transactions concluded with the client.

22.0 APPLICABLE LAW AND DISPUTES These booking conditions and all matters arising from them are subject to and governed by Italian law and are subject to the jurisdiction of the competent Italian courts.