

1. These terms

- **What these terms cover.** These are the terms and conditions which apply to room bookings or reservations you make with us, whether online, via the telephone or in person at our hotel. If you book your stay via a third party travel agent or a third party booking site not controlled by us, different terms and conditions might apply to your booking either instead of or in addition to these terms and conditions. You should consult the third party you have booked with in that instance.
- **Why you should read them.** Please read these terms carefully before you submit your booking request. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

- **Who we are.** We are BG BetterSpoons Ltd, a family run business operating pubs and a hotel in Pembrokeshire. Our registered office is Grange, Porthgain, Haverfordwest, Pembrokeshire, SA62 5BJ. Our registered VAT number is 477 8524 94
- **How to contact us.** You can contact us by telephoning our reception team at 01437 720387 (lines are open 8am–4.30pm) or by writing to us at info@stdavidscrosshotel.co.uk or by post to St Davids Cross Hotel, Cross Square, St Davids, Haverfordwest, Pembrokeshire, SA626SP.
- **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us during the booking process.
- **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. Our contract with you

- **How we will accept your booking.** Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- **If we cannot accept your booking.** If we are unable to accept your booking, we will either inform you of this before you finalise your booking request, or may inform you of this in writing after you have submitted your booking request. Where we cannot accept your booking we will not charge you. This might be because the room you have tried to book is not available or, because we have identified an error in the price or description of the room you have tried to book.
- **Your booking number.** We will assign an booking number to your booking and tell you what it is when we accept your booking. It will help us if you can tell us the booking number whenever you contact us about your booking.
- **Age.** You must be at least 18 years old to make a booking with us, or to stay with us (unless accompanied by someone over the age of 18).
- **Securing your booking.** We ask for a deposit of 20% at the time of booking to secure your reservation. We accept Visa and MasterCard.

- **Group bookings.** Any booking which relates to five or more rooms will be considered a “group booking” and the provisions of clause 6 of these terms and conditions will apply.
- **Special requests.** Whilst we will try to comply with any special request you submit during the booking process or later, we cannot guarantee that we will be able to fulfil any special request and we will not breach this agreement if we do not fulfil your special request.
- **Our hotel.** Photographs of rooms on our website or in our advertising material are intended to give you a general idea of the style and layout of the room only. We do not guarantee that the room you are allocated will match any pictures you may have seen. Whilst we do offer car parking, we do not guarantee space will be available. The Hotel accepts no liability for cars, motorbikes and general property kept in our car park.

4. Price

- **How we price.** We operate a variable pricing model which means that the price of our rooms varies based on the time of year, day, and demand. The price for your booking will be the price we communicated to you during the booking process and/or which is stated in our acceptance of your booking. Room prices are per room, per night, could be single or double occupancy and are stated inclusive of VAT at the applicable rate at the time of your reservation.
- **We will absorb any changes in the rate of VAT.** If the rate of VAT changes between your booking date and the date of your booking, your overall price will remain the same.
- **What our prices include.** Our prices include breakfast only when we say that the room rate includes “Bed and Breakfast”. All meals, drinks and other extras (other than those we say in the booking confirmation are included) must be purchased and paid for separately.
- **When you have to pay.** We currently only offer a standard Bed and Breakfast rate. You must pay in full on departure.
 - **Special Offers / Promotions:** We may on occasion offer special offers or promotions. The payment terms of these special offers will be stated during the booking process and in your booking confirmation.

5. Cancellation and alteration

- **Your cancellation rights.** Your cancellation rights will depend on the rate you have booked. We will tell you which rate applies to your booking. The rules for each rate are:
 - **Standard Rate:** You may cancel your booking without any payment to us at any point before 3pm seven days before the day your booking starts. For example, if the first day of your booking is a Saturday, you would be able to cancel your booking at any point before 3pm on the prior Saturday. After this deadline, any deposit paid is non-refundable and if we are unable to sell

the room, you could be liable for the full price for your booking. This charge is to compensate us for the cancellation and is not a charge for any service.

- **Special Offers/ Promotions:** The cancellation rights for bookings offered on a special offer will be stated during the booking process and in your booking confirmation. Where we do not state any cancellation rights for a special offer, the cancellation terms (above) will apply.
- **Consumer Rights.** For the avoidance of doubt, you are not entitled to cancel or withdraw from your booking under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- **Alterations to bookings.** Any request to add rooms or to add nights to an existing booking will be treated by us as a new, separate booking request. Any request to remove rooms or nights from an existing booking will be treated as a partial cancellation, and the rules and timescales above on whether cancellation is available will apply to any such request.
- **How you cancel.** You may cancel your booking by:
 - Emailing or writing to us
 - calling our reception during its opening hours and informing our staff that you wish to cancel, and providing all the relevant details they request about your booking.
- **Our cancellation rights.** We may cancel your booking with immediate effect by giving you written notice if:
 - you break the terms of the contract between us in some other way;
 - we reasonably anticipate that you might break the contract between us if the booking proceeds (including where you have broken a contract between us in relation to another booking previously); and/or
 - we reasonably conclude that you and other people you know have made multiple separate bookings which should fairly be regarded as a group booking for the purposes of clause 6.
- **You must compensate us if you break the contract.** If we cancel your booking on one of the circumstances set out in clause 4, we will be entitled to charge you the full price for your booking (or to keep any payment you have already made) as compensation to us for the cancellation, and such charges will not be deemed to be charges for services. We also reserve our other legal rights in respect of your breach of contract.
- **Cancellation due to events outside our control.** We may also cancel your booking if events outside our control mean that we cannot safely and properly make your room available to you. In that instance, we will try to give you notice in writing as soon as we practically can. The circumstances where we might rely on this right include (but are not limited to) change in law or government guidance in relation to hotel bookings, industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency

evacuation. If we need to cancel due to events outside our control, we will refund you any money you have paid for your booking, and will not make any further charges. Except for refunds, we will not be liable or responsible for any failure to perform, or any delay in the performance of any of our obligations to you that is caused by an event outside of our control.

- **Insurance.** We recommend that you take out insurance which will cover you in the event that you need to cancel your booking in circumstances where we do not offer a refund. We also recommend that you have insurance against the loss or damage of your baggage or possessions during your stay.

6. Group Bookings

- **Application of these terms to group bookings.** For group bookings (where five or more rooms are booked as part of the same booking) the provisions of this clause 6 will apply instead of the payment provisions in clause 4 and the cancellation provisions in clause 5.4 above.
- **Payment for group bookings.** For group bookings, you must pay a deposit of 10% of the total booking price at the time we accept your booking request, then a further 10% four weeks prior to check-in. The balance will need to be paid on departure.
- **How you must pay the balance.** The balance can be paid via bank transfer (please contact us for BACS details) or by card. It is your responsibility to contact us to arrange payment of the balance by no later than the date and time stated above.
- **Cancellation rights for group bookings.** Where you have made a group booking:
 - you may cancel your booking any time up to 3pm on the day which is 4 weeks prior to the first day of your booking. For example if your booking commenced on the 10th April, you may cancel before 3pm on the 13th March. In that instance we will refund you any deposit you have paid, and you will not need to pay the balance;
 - if you cancel after 3pm on the day which is 4 weeks prior to the first day of your booking, but before the balance of the payment for the booking becomes due, we will not refund the deposit you have paid, but will not charge you for the balance of your booking. In that circumstance, the deposit we retain will be compensation to us for your cancellation, and not a payment for services; and
 - once the balance of the payment for the booking has become due, you may not cancel the booking. If you try to cancel the booking after this time (or if you don't arrive for your booking), you will still be charged the full price for your booking (including any meals or extras). This charge is to compensate us for the cancellation and is not a charge for any service.

7. Room occupancy

- **You must state how many guests will stay.** You are required to state the number of guests who will be staying in each room when submitting a booking request. You may not later increase the number of guests allocated to a booking unless we agree.

- **Maximum room occupancy.** You must not exceed the maximum occupancy of the room allocated to you unless we agree. Children under 16 are not permitted to stay in our hotel unless a parent or guardian is staying in the hotel with them.
- **Pets.** You are permitted to bring dogs to our hotel in rooms we specifically advertise as dog friendly. Where you want to bring a dog, you will need to tell us in advance and there will be an additional charge per dog. There is a maximum of two dogs per room (unless prior agreement).
- **Your room.** We reserve the right to change the room allocated to you at check-in for a room of an equivalent standard or a higher standard. We may require you to move rooms at any point during your stay for any reason for another room or an equivalent standard or a higher standard and we will not need to compensate you for this.

8. Arrival and departure

- **Check in.** You may check in from 3.30pm on the first day of your booking. If you intend to arrive for check in after 10pm, you should tell us about this.
- **Check out.** All rooms must be vacated (and room keys returned to us) by no later than 10:30am on the day your booking ends. If you fail to vacate the room on time, we may charge you a late check-out fee. If you have still not vacated the room by 11:30am on the day your booking ends, we will be entitled to charge you for an additional night's accommodation at our full standard rates for the room in question.
- **Identification.** We are entitled to ask all guests to produce identification documents to prove their identity, nationality and age, and may refuse to allow check in if suitable identification is not available. Acceptable forms of identification include a passport, driving licence, or any other document that our staff might decide is acceptable in the circumstances (acting reasonably).

9. Your conduct at our hotel

- **Your conduct.** You agree that you will (and agree to ensure that any other guest that is part of your booking will):
 - show consideration for other customers and staff at the hotel;
 - only attempt to access the room allocated to you and publicly accessible areas such as the hotel entrance, bar/restaurant, parking and restrooms;
 - not use abusive or foul language;
 - not behave in a way that is violent or threatening to any other customer or the staff of the hotel;
 - not bring, use or be under the influence of illegal drugs in any part of our premises;
 - not be excessively drunk in or about our premises;

- not smoke in any part of our premises, except for designated areas in the garden; Anyone found to be smoking in their room could be liable to the cost of the room for an additional night to enable the room to be deep cleaned.
 - not cause any health and safety hazard to our staff or other customers;
 - not tamper with any fire alarms (including attempting to cover or block them) or any other emergency equipment;
 - not use any electrical or mechanical equipment in your room which might cause damage to the room or might set off our fire alarms;
 - not bring any illegal items or articles onto our premises, or any item or substance which may damage our premises or constitute a health and safety hazard;
 - not prevent or attempt to prevent our staff from accessing your room where we believe this is necessary;
 - not remove, damage or destroy any property, or cause damage to any part of our hotel;
 - not behave in an anti-social or disruptive manner, including but not limited to generating excessive noise or odours.
- **Covid-19 (Coronavirus) measures.** You must inform us if you or any of your party tests positive for Covid-19 during your stay, or if you suspect you might have Covid-19. Whilst at our venues, you agree to obey and observe all laws, government guidance and any reasonable policies we put in place related to the Covid-19 pandemic, including rules or guidance related to:
- self-isolation and quarantine;
 - recommended social distancing measures;
 - mask wearing; and
 - guests from more than different households sharing accommodation.
- **When we can end your stay.** If you or any member of your party breaks the conduct rules set out above or any of the other provisions of the contract between us, we will have the right to:
- immediately end your booking and cancel any remaining part of your stay (for all rooms if you have booked more than one room);
 - restrict your access to your room or to the hotel;
 - require you and all your party to immediately leave the premises, including any car park or other land we own, or to eject you if you refuse to leave;
 - remove any possessions that may remain in your room and (if you do not collect them within 7 days) to dispose of them without any liability;

- prohibit you from coming to any of our venues in the future, either to stay or for food and/or drinks.
- **Financial consequences.** Where we exercise our right to end your stay early as above, we will not be liable to refund you for any portion of your booking, and will not be liable to you for any additional costs or losses you might face as a result.
- **Damage to our premises.** If you or any member of your party damage our premises, or take any property from your room when you leave, you will be responsible for that damage as the lead guest on the booking. You agree to pay us on demand the amount required to make good or remedy such damage or loss.
- **We may end the contract if the hotel is closed.** If the hotel closes or becomes unusable:
 - in circumstances we did not plan or foresee (for example if there is extensive damage to the venue or the area around it), we can either end the contract immediately by giving you notice and give you a full refund within a reasonable period, offer alternative dates for your stay or move you to a nearby hotel of the same or higher standard for the same price. We will be entitled to decide which of these options is used; or
 - because of our business or operational decisions (such as carrying out a refurbishment), we can either end the contract by giving you notice in writing a reasonable period before your booking commences and give you a full refund within a reasonable period, offer alternative dates for your stay or move you to a nearby hotel of the same or higher standard for the same price. We will be entitled to decide which of these options is used.

10. Our responsibility for loss or damage suffered by you

- **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to your booking.
- **We are not liable for events outside our control.** If you suffer loss or damage as a result of events that are outside of our reasonable control, we will not be liable to you.
- **Limit of our liability.** Where we are liable, our maximum liability to you whether in contract, (including negligence) or for breach of statutory duty shall in no event exceed the price for your booking, unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

- **Statutory rights.** Nothing in this agreement affects your statutory rights.

11. How we may use your personal information

- **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy.
- Like many websites, our website uses technology called cookies and web server logs to collect information about how the website is used and how to improve them. Further details are set out in our Cookie Policy.

12. Other important terms

- **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- **Nobody else has any rights under this.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- **Which laws apply to this contract and where you may bring legal proceedings.** These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.