



Terms and Conditions

We look forward to welcoming you to BroadRock. *When you make your booking you are entering into an agreement with us.* Please read the terms and conditions of booking below.

Arrival and Departure

Check in is available *from 4.00pm to 10.00pm* on the day of arrival. Check-in times outside of those specified must be confirmed with us prior to arrival.

We ask that you please vacate your room *by 10.00am* on the morning of departure.

Reservations

Please note the *cancellation policy* before committing to a reservation.

In order for us to confirm a reservation, credit/debit card details are required to secure your booking. No payment is taken from this card unless you ask us to, or the booking is cancelled within 7 days of the scheduled date of arrival, or you do not show, or you use the card to pay on departure.

The exception to this policy is for bookings at peak times and / or special events where we reserve the right to take a deposit payment equivalent to the room(s) night rate. You will be informed of this at the time of booking.

If you are unable to secure the booking with a credit/debit card then we require a cheque/postal order/bankers draft for the full amount of the stay. We will then send confirmation once the money has cleared. If a cheque used to cover payment is returned, we will cancel the booking and seek recovery of bank charges.

Bookings made online may be subject to differing terms and conditions in force at the time of booking. This is to protect your security in carrying out the booking and providing credit card details over the internet.

Cancellation by the Guest

We are a small business, so cancellations can have a big impact on us, especially if we have turned away potential guests in favour of someone who has already booked and who then cancels. We do, however, appreciate that unforeseen circumstances can intervene, and we try to be as sympathetic and helpful as possible in such cases.

In the event of a cancellation up to *7 days prior* to the scheduled date of arrival no charge will be made.

If you cancel your reservation *within 7 days* of the scheduled date of arrival a cancellation charge equivalent to the room(s) single night rate will be made.

Guests failing to arrive, without notification, may be responsible to a charge equivalent to the total reservation price.

We take all Bookings in good faith, as we are unable to judge reasons for change, cancellation or non-arrival, guests are reminded that no exceptions to the above conditions will be made and that any booking made with BroadRock Accommodation for either accommodation or goods, services, meals or drinks that are pre booked (verbal or written) forms a legally binding contract. For this reason we advise that you take out a suitable insurance product to cover against unexpected costs such as cancellation fees. In addition, we may take legal action, through the Courts, to recover any outstanding debts.

Cancellation by Us

Should it become necessary for us to cancel a booking we will contact you immediately. Any payments made will be refunded in full. Should you wish to, we will attempt to book you into another local bed and breakfast of the same or similar standard of room(s). Our liability will not extend beyond these conditions.

Car Parking & Driveway

A car park is available for guests' use at the side of the house. Cars parked here are at owners risk. Please be aware that the B4228 Coleford Road can be busy during peak times so please take extra care when pulling out of the drive.

Change of Room

If a booking is taken out for a specific room and the room reserved is rendered unusable via circumstances beyond our control, we reserve the right to transfer the booking to an alternative room.

Damage and Breakages

You are responsible and liable for any breakages or damages which you cause to the accommodation or its contents. Please report these as soon as they occur especially if you accidentally spill something.

Data

Some of the data gathered during the course of a booking may be held on computer. We would like to hold this data after your visit to be able to inform you of future offers. If you would prefer us not to hold this information please let us know.

Keys/Digital Yale locks

You have access to the building and your room 24 hours a day throughout your stay using digital codes given to you when you on arrival the day of arrival. These codes will be regularly changed to ensure maximum security for our guests.

Liability

We do not accept any liability for any damage, loss or injury to any guest or any vehicles or possessions whilst staying at BroadRock (Rock Cottage). We recommend that all your belongings are insured for accidental damage and theft for the period of your stay. If you participate in any activities we suggest that you have the appropriate insurance cover.

Lost Property

We are happy to return items that have been left following departure. However, there will be a minimum charge of £5.00 to cover postage and packaging.

Missing Items

We reserve the right to charge for missing items.

Payment

Payment is due on the morning of departure, any extras will be added to your account. We accept the following credit and debit cards; Debit Mastercard, Delta, Electron, JCB, Maestro, Mastercard, PIN Train, UK Maestro, PayPal, Pingit and Visa, as well as cash.

Pets

Pets are permitted in the Annex section of the house only, we have one dog friendly room (St Arvan's). Well behaved small/medium dogs are very welcome, please clean up after your dog and be courteous to other guests which might not be animal lovers. BroadRock is not responsible or liable for any damage or injury caused by guest dogs entering the premises.

Prices

We reserve the right to change our prices at any time. This does not affect bookings already made.

Smoking

Smoking is NOT permitted within any part of BroadRock Accommodation. Please note that offending guests may be asked to leave immediately and may be liable for professional cleaning of any rooms and any outstanding balance of nights booked but not taken through early departure.

Termination Policy

BroadRock Accommodation reserve the right, at its discretion, to terminate, without notice, an individuals stay where deemed necessary through unacceptable behaviour or as a result of actions which are likely to endanger or offend others (Please note that non compliance of our *non smoking* policy may constitute termination). In such circumstances any outstanding account must be settled, no refunds will be made.

VAT

Please note BroadRock Accommodation is **NOT** a VAT registered company and therefore cannot provide VAT receipts.

Wi-Fi Access

By using our Wi-Fi Service you automatically agree to the terms and conditions of use below (the "Terms"). If you do not agree to all of the Terms, please do not use the Service.

Internet Services

BroadRock Accommodation ("we" / "our" / "us") provides you with access to the internet in most parts of the building. By accessing the service using either medium you are agreeing to obey the terms and conditions listed below (the "Terms"). If you do not agree to the terms, please do not access the service.

Fair Use

We would like to ensure that all of our guests have an enjoyable internet experience whilst staying with us. We have therefore implemented a 'fair use' policy to ensure that we can continue to provide a fast and reliable service.

We may monitor the performance of our network and the use of it by our guests. If we notice that a guest is using it in excess of what is expected from reasonable normal use and where such excessive use is affecting other guests, particularly during busy times, we may restrict usage. If you do not use file sharing software or download large files from the internet then you should not be affected by our fair use policy. However, if it becomes clear that heavy downloading, peer-to-peer networking, or excessive streaming (i.e. more than simply streaming programme content from websites such as BBC iPlayer, 4 On Demand, or itv.com) is taking place then we may contact you to ask you to reduce your use to allow our other customers to share the system fairly. If you continue to do so, or if you persistently exceed normal use to the extent that it affects our network and other user's enjoyment of the service, then we reserve the right to restrict or deny you access to the network.

Our Obligations to You

We will use our reasonable endeavours to ensure that you are provided with, uninterrupted service 24 hours a day. We will not be liable however, for any reason if the service is not available at any time for any period, nor for any loss of data or damage to the equipment you suffer as a result of using our service. We may suspend access at any time and for any reason, including routine or emergency maintenance of the servers. For this reason we strongly recommend that you regularly save any work you are doing whilst using the service.

Your Obligation to Us

The service we provide is intended to be used for general purposes, including accessing the World Wide Web, email, messaging services and chat rooms. You undertake to us that you will use the services responsibly and that you will behave in a lawful, honest and proper manner when accessing the services. Without prejudice to any other provision of this agreement, we may terminate your use of the service at any time without notice if we become aware of any behaviour that has a negative effect on our equipment or network or the use by other customers of our equipment or network or the internet in general, or which damages, or has the potential to damage, our reputation.

Without prejudice to the generality of the paragraph above, you may not: use the service for any illegal purpose (including but not limited to breaching any intellectual property or computer misuse legislation and downloading or uploading any illegal material); send any unsolicited commercial email (or "spam") or any activity relating to it; carry out any "hacking" activities such as attempting to access systems without authorization or carry out denial of service attacks.

Data Protection

You may be required to provide us with certain personal information. We will use such personal information in accordance with relevant data protection legislation. You warrant and undertake to us that all of the personal information you provide us with is complete and accurate. We will not disclose any personal information which is provided by you during the provision of such services to you to any third party without your permission, other than

- To any subcontractors or agents engaged by us to provide any support or administration, facilities management or similar services (subject to the subcontractors and /or agents undertaking to keep such personal information confidential);
- To any company or organisation to which we transfer our responsibilities to provide these services and products to you; or
- Where required by law or made in connection with legal or regulatory proceedings.

We may log traffic data to assist us with the implementation of our terms and conditions and our fair use policy, although it is our policy to respect your privacy.

Breach of Agreement

We shall investigate any suspect breach of the agreement by you, and reserve the right to take such action as we, in our sole discretion, deem appropriate, including suspension or withdrawal of the service with immediate effect and without notice to you.

Disclaimer

You acknowledge that use of the service is entirely at your own risk.

The service is provided on an "as-available" basis, and to the fullest extent permitted by law we hereby exclude all and any warranties or conditions of any kind, whether express or implied, in respect of the service and the content or data obtained or downloaded from it.

Without prejudice to the foregoing generality we do not warrant that the service will be uninterrupted, timely, and secure or error free at all times or will meet your requirements; and we are not responsible for security, integrity, accuracy, suitability or completeness of any information that you transmit or receive while using the service.

The disclaimer within this paragraph does not affect your statutory rights as a consumer.

Liability

Nothing in this agreement serves to exclude or limit our liability for death or personal injury cause by our negligence.

Subject to the paragraph above we shall not be liable to you in contract, tort or otherwise arising in connection with this agreement for any economic losses (including, without limitation, loss of revenue, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, any special, indirect or consequential losses or any destruction or loss of data.

If any part of the service is not available to you through no fault on our part or where the failure, suspension or withdrawal of the service is beyond our reasonable control, we shall not be obliged to pay any compensation to you.

You will indemnify us against all and any losses or claims arising from any breach of the agreement by you, and against any claims or legal proceedings arising from your use of the services which are brought or threatened against us by another person.

General

We reserve the right to amend these terms and conditions at any time.

You acknowledge and agree that all intellectual property rights (including, but not limited to, copyrights (including rights in software), trademarks, database rights, patents and inventions) in and relating to the service are owned by us and our licensors or contractors. Nothing in this agreement operates to transfer any such intellectual property rights to you.

We reserve the right to assign or sub-contract any of our rights and obligations under this agreement without notice to you.

If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction, the other provisions shall nevertheless remain in full force and effect.

This agreement is governed by the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

BroadRock Accommodation, Rock Cottage, Woodcroft, Chepstow, Gwent, NP16 7HY