



## **Rothay Garth General Terms and Conditions**

**1. Check-In** – ‘Check-in’ time is any time after 15:00 hrs until 20:00 hrs. Check-in prior to this time can be requested but not guaranteed. Early check in requests will be prioritised by our front desk team. If you are planning to arrive earlier please let us know at the time of reserving, so we can aim to prepare your room in advance. Please let us know should you plan to arrive later than 20:00.

Under extreme circumstances, the hotel reserves the right to refuse check in to any guest at any point if they believe the guest could potentially cause damage to the hotel or the environment that our guests are enjoying.

**2. Check-Out** – ‘Check-out’ time is by 10:45 hrs. To request a later check-out please contact the Reception. Late checkout is subject to availability and must be pre-arranged.

**3. International guests to the UK** – All guests staying from a non-UK or Commonwealth residential address staying at the hotel are required to leave details of their passport including nationality, place of issue and passport number.

**4. Smoking** – Under the Health Act (England) 2006, it is against the law to smoke in any part of the building. A charge of £250 will be applied to your room account should you smoke or permit smoking in your bedroom.

**5. Age Restrictions** – All residents should be 18 years or older, any younger guests must be accompanied by an adult (person 18 years or older). Infants are considered to be children aged 0 to 2 years old, children aged 3 to 12 and 13 or above will be charged as adults.

**6. Payment** – Rothay Garth accepts payment by credit or debit card (Visa, Mastercard, Maestro, Electron). **We do not accept payment by American Express.** We also accept payment by Rothay Garth vouchers previously purchased online, please note they cannot be exchanged for cash or a different product from the one purchased. All Rothay Garth vouchers purchased are subject to availability. Payment terms will differ depending on the booking type, and bookings that require pre payment at time of booking must be paid by a debit or credit card unless the customer is present at the hotel for payment at the time in question.

**7. Rates** – Rates are quoted inclusive of VAT unless otherwise quoted at the time of booking.

**8. Advance Purchase Terms** – Bookings made through our advance purchase rates, are subject to full prepayment at the time of booking. These bookings are non-refundable and non-transferable. A full cancellation charge will be charged upon cancellation or Non-Arrival of a reservation at the hotel. At the point of booking if your card fails to charge, you will be contacted and notified that your booking will be provisionally held for 48 hours. If we do not hear from you with new card details, your booking will be cancelled.

**9. Third Party Reservations** – Bookings made through third party companies for our hotel, must be cancelled or amended through the same agency or website they have been booked. Rothay Garth will only accept cancellations or amendments for bookings made directly with us. Terms will often differ with third party booking companies to ours directly, any questions regarding their terms should be addressed with the agency or website you booked through.

**10. Balance on Arrival**- If the full total of the booking has not been pre-paid, all outstanding balances must be settled upon arrival at the hotel.

**11. Group Bookings**- Bookings of 5 or more rooms are considered as group bookings and must be arranged by contacting us directly. We are committed to providing the best possible rates for group bookings when booked directly through our official channels.

**12. Deposit Requirement**- A deposit of 25% of the total booking amount is mandatory for all group bookings. This deposit is required to secure and confirm your reservation.

#### **Cancellation**

**13. Cancellation** – For direct flexible bookings, cancellations must be made by 3:00 PM the day before arrival (24 hours in advance). If you booked a flexible rate through a third-party site, cancellations must be made at least 48 hours prior to your check-in time (3:00 PM.)

Flexible reservations made directly through the hotel can be cancelled up to 48 hours before arrival at no cost. Any cancellation made after this time will be charged a cancellation fee equivalent to the first night's charges.

**14. References** – If cancelling a room, a cancellation reference will be issued by our team and forwarded to you for your reference. This must be kept for your records. Should you be unable to produce a cancellation reference for your booking, the applicable charges to your rate will still apply.

**15. Shorter Stay** – If you decide to shorten your stay with us, you must let us know prior to arrival at the hotel, and at the latest by check in at the hotel. Should you decide to depart earlier from the hotel beyond the point of check in, an Early Departure Fee may apply to your booking. Please note that the departure fee will be decided on a case-by-case basis.

**16. No-Show** – In case of a no-show, you will be charged the full amount of the whole stay. All no-show charges are non-refundable.

#### **Rooms**

**17. Family & Dog friendly Rooms** – Should you require any additional sleeping facilities in your room, these must be booked at the point of reserving otherwise cannot be guaranteed. The hotel will endeavour to meet all guest requests at the time of reserving. Although Rothay Garth will make every possible effort to meet your accommodation requirements, all rooms are subject to availability. At Rothay Garth we have some rooms which are suitable for dogs. Please Note: You cannot bring a dog unless the room type you have booked is a dog friendly room, this must be booked with us directly. A flat fee of £25 is added to any dog friendly room booked. Should you arrive with a dog without a dog friendly room booked a £50 fee will be applied to your bill. Dog friendly rooms are subject to availability and may not be available on your arrival. Dogs are not permitted to be left unattended in rooms at any time. Should dogs be left unattended, additional charges/ fines can apply of up to £200. Should you have any questions or queries please get in touch ahead of your arrival.

**18. Extra Beds & Cots** – Rooms have maximum occupancy rules set by the Hotel. Extra Beds can be added to some of our double rooms. These are subject to availability, and must be reserved at reservation stage, there will be a supplementary charge. Cots are again available upon request and will be issued free of charge.

**19. Accessible Rooms** – Guests are requested to detail any requirements they may have at the time of booking, so that we can advise on the facilities available at the hotel. The Rothay Garth was built in 1872, due to this there are narrow and steep staircases to the first and second floor. A choice of ground floor rooms can be requested but there is at least 3 steps to gain access to any guest areas including the bar and breakfast area.

## **Liability**

**20. Missing Items** – Rothay Garth reserves the right to charge guests the cost of replacing any items that are removed from the premises by them without consent. The charge will be the full replacement amount of the missing item, including any carriage charges. Should the fact that the item is missing come to light after the guest has departed, we reserve the right to make a charge to the guest's credit / debit card.

**21. Damaged Equipment** – Rothay Garth reserves the right to take action against any guest found to have tampered / interfered with any fire detection equipment throughout the hotel, including detector heads in public areas and bedrooms, break glass points and fire extinguishers. Guests found to have tampered with any fire detection or firefighting equipment will be charged with any costs incurred by the hotel due to their actions and additionally may be asked to leave the hotel. Depending on the severity of the guest actions, the Police may become involved at the hotel's discretion. Should the fact that firefighting or detection equipment had been tampered with come to light after the guest has departed, we reserve the right to make a charge to the guests' credit / debit card.

**22. Guest Accounts** – Guest's liability for their account is not waived and guests agree to be held personally liable in the event that any indicated person, group, company or association fails to pay all or part of any charges.

**23. Security** – Under the Hotel Proprietor's Act 1956, Rothay Garth will not accept any liability for any guest items not secured correctly.

This privacy policy sets out how Rothay Garth uses and protects any information that you give us when you use this website. By continuing to use the website or using our services you are confirming that you accept this Privacy Policy and our Terms and Conditions.

24. At Rothay Garth, we are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

25. We may change this policy from time to time to take account of changes in law or the needs of our business. You should check this page regularly to ensure that you are happy with any changes.

**26. What we collect** – We may collect the following information: name and job title, contact information including email address, demographic information such as postcode, preferences and interests, other information relevant to customer surveys and/or offers.

**27. What we do with the information we gather** – We require this information to understand your needs and provide you with a better service, and in particular for the following reasons: Internal record keeping. We may use the information to improve our products and services. We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided. From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

**28. Security** – We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

**29. How we use cookies** – A cookie is a small file which asks permission to be placed on your computer's drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

**30. Links to other websites** – Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

**31. Controlling your personal information** – If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [book@rothay-garth.co.uk](mailto:book@rothay-garth.co.uk)

**32. Third Parties** – We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

**33. Data Protection** – You may request details of personal information which we hold about you under the General Data Protection Regulation (also known as “GDPR”), from 25th May 2018. This regulation creates consistent data protection rules across Europe.

**34. Incomplete Information** – If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

**35. CCTV**-In order to discourage anti-social behaviour and for the safety and security of all our guests CCTV is in use throughout the premises. We may process this personal data by way of image. Access to the CCTV system is restricted and only authorized to Rothay Garth personnel unless required by law to assist in an investigation.