



## Accommodation booking terms and conditions

These are the terms and conditions on which we supply our services to you. References in them to “you” and “your” are references to everyone who is named on the booking, which includes individuals added or substituted after the original booking has been made, and any other persons who join you or your party on our premises at any point during your stay, including any animals brought with you.

Please read these terms and conditions carefully before making a booking with us. These terms and conditions tell you how the booking process will work, how you or we may alter or cancel the booking, how to contact us and other important information regarding your stay with us.

By making a booking with us, you will be deemed to accept these terms and conditions, which will form the basis for your contract with us relating to your booking and your stay at our pub. In making the booking, you are confirming to us that you are authorised to do so on behalf of all persons named on the booking and that all such persons agree to be bound by these terms and conditions.

Supplemental terms of conditions relating to cancellations and amendments to bookings will apply to any booking made through a third party (which includes, for example, booking.com, Late Rooms, Secret Escapes and Voyage Privé) and the terms and conditions set out in this document will be deemed to have been varied by those terms to the extent that there is any inconsistency between them.

### 1 Bookings and payment

#### 1.1 Room rates, acceptance of booking

Unless otherwise specified, the room rates displayed on our website are given in pounds sterling per room per night and include breakfast and VAT.

Certain rates may require a minimum length of stay, require payment of a deposit, incur a cancellation charge or otherwise have certain other conditions attaching to them. In each case, any such special conditions will be specified on the website at the time of booking.

All rates and charges are provisional until the booking is confirmed by us.

Our acceptance of your booking will take place when confirmation of your booking is sent to the email address associated with your user account or as otherwise supplied by you at the time of booking. Please keep a copy of this email for your records.

We reserve the right to change any advertised room rate from time to time, but will not, with the exception of correcting any errors, change the price of your booking once confirmed.

#### 1.2 Payments at the time of booking

At the time of booking you will be required to provide to us valid credit or debit card details. In doing so, you authorise us to charge to this card any sums that become owing to us by you in connection with your stay.

No charge will ordinarily be made to your credit or debit card at the time of booking.

Exceptions to this may include special room rates, group reservations, bookings at peak times of the year, or the supply of certain services in which case a deposit or payment in full may be required at the time of booking to secure your reservation. Any such amounts are non-refundable unless your booking is cancelled by us. You will be notified in advance if any such advance payment is required.

We only MasterCard and Visa credit cards and Visa, Visa Delta and Visa Electron debit cards to secure your booking. American Express is not accepted.

### 1.3 Payments during your stay

At the time of check-in we will authorise the accommodation charges (room rate (inclusive of breakfast and VAT) and any charges for services provided) and anticipated incidentals for the duration of your stay to be charged to your credit or debit card. You may provide alternative card(s) to the card supplied at the time of booking against which these amounts may be charged or alternatively (at our sole discretion) we may accept a deposit (in cash or by cheque) in place of payment card authorisation.

During your stay we will calculate the incidental expenses charged to your room(s) on a daily basis. If the cost of these incidentals exceed the authorisation taken on check-in, further authorisation will automatically be requested and if such authorisation is not available, we may request another method of settlement or a deposit (in an amount to be determined by us) to be provided. If no other method of settlement or deposit can be provided, we reserve the right to restrict access to your room until any such amount has been settled or deposit provided.

All outstanding charges or any excess above the amount authorised on check-in must be paid for in full on check-out. If the amount authorised on check-in exceeds any outstanding charges, at the time of check-out we will instruct the excess to be released to you. We cannot, however, control how long it takes for your bank to effect such release.

If you are staying with us for multiple nights we may require you to make payment for any outstanding charges or any excess above the amount authorised on check-in on a more frequent basis during your stay.

### 1.4 Damages, specialist cleaning and missing items

We reserve the right, and you hereby authorise us, to charge your credit or debit card for the costs of repair, specialist cleaning or replacement of your room, the premises or their contents or fixtures or fittings required as a result of any damage incurred to them during your stay as a result of your acts or omissions or for any items that are missing following your departure.

## 2 Cancellations

### 2.1 Your right to amend your booking

If you need to amend your booking, please contact us by telephone on 01798 344 288 or in writing by email to [enquiries@thewelldiggersarms.co.uk](mailto:enquiries@thewelldiggersarms.co.uk) as soon as possible. Amendments are subject to availability and any amendments made after the cancellation date applicable to your booking (as specified in paragraph 2.2 below) may be subject to a cancellation charge.

Unless specified otherwise at the time of booking, where a deposit or advance payment has been taken for your booking, any such booking cannot be amended and no deposit or advance payment will be refundable.

Where bookings are made through third party providers, such bookings may not be capable of amendment or cancellation without charge. Please refer to the terms supplied by the third party provider at the time of booking. Any request to amend any such booking must be made through the third party with whom the original booking was made.

## 2.2 Your right to cancel your booking

Other than where a deposit or up-front payment has been taken:

- a) Bookings made for one or two rooms can be cancelled without charge at any time up to two days before your check-in date; and
- b) Bookings made for three or more rooms can be cancelled without charge at any time up to 14 days before your check-in date.

If any rooms are cancelled otherwise than within the permitted cancellation period specified above, a cancellation charge will apply.

Unless specified otherwise at the time of booking, where a deposit or advance payment has been taken for your booking, any such deposit or prepayment is non-refundable in the case of cancellation or non-arrival. Other cancellation or non-arrival charges will apply, less the value of any such deposit or prepayment.

Any rooms booked through a third party must be cancelled through the third party and the third party's terms and conditions applicable to your booking will apply in respect of any such cancellation.

## 2.3 Cancellation and non-arrival charges

If you do not arrive before midnight on the day of check-in or a cancellation charge otherwise applies in accordance with these terms, we will charge the credit or debit card provided by you at the time of booking with a cancellation charge equivalent to the following:

- a) Bookings made for one or two rooms will incur a cancellation charge equal to the total cost of the room(s) for the first night of the stay and any services booked for that night.
- b) Bookings made for three or more rooms will incur a cancellation charge equal to the full cost of the booking for all rooms and any services booked for the stay.

## 2.4 Our rights to amend your booking

Your booking is for a class of room in our pub. Whilst we will use reasonable efforts to accommodate you in a particular room that you may have indicated when booking, we cannot guarantee that you will be able to stay in any such room, or that you will be able to stay in the same room for the duration of your stay.

If we need to move you to a different room during your stay we will seek to accommodate you in a room of an equal or superior standard if any are available, without charge. However, if we need to move you to a room for which a lower rate is available than the rate you booked at, we will refund you the difference.

## 2.5 Our rights to cancel your booking – breach of terms and conditions

We reserve the right to cancel all or any part of your booking (including any remainder of your stay) immediately and without notice as a result of your failure to comply in any material respect with our terms and conditions, including paragraph 4.7 (Behaviour).

In these circumstances:

- a) we will charge the credit or debit card provided by you at the time of booking with a cancellation charge equivalent to the total cost of the room(s) and any services used by you to the date of cancellation, plus a further cancellation charge of an amount up to the total cost of the room(s) and any services booked by you for the remaining duration of your stay and any services booked by you for such period (the amount charged to be decided by us at our sole discretion), in each case at the rate specified in your booking, together with any outstanding incidental expenses incurred by you during your stay;
- b) no refund will be payable by us for any deposit or advance payment; and
- c) we shall have no liability to you or any other person for any costs, expenses or losses incurred as a result of any such cancellation or eviction.

## 2.6 Our rights to cancel your booking – exceptional circumstances

In exceptional circumstances we may need to cancel your booking entirely. If this happens, we will inform you as soon as reasonably practicable.

If this situation arises, we will use reasonable efforts to find you alternative accommodation of a similar standard to our pub, within a reasonable distance of our location. Should you wish to make use of any such alternative accommodation, any costs and expenses associated with it shall be yours. If you have paid us a deposit or any advance payment, we will reimburse you these monies in full. We shall, however, have no further liability to you arising out of any such cancellation, including any other costs, losses or expenses incurred by you or any other person as a result of any such cancellation.

## 3 Check-in, check-out and occupancy

### 3.1 Check-in

You may check-in at any time from 3.00 p.m. on the scheduled day of arrival, unless otherwise stated on your booking confirmation.

Your room(s) will be held until 11.59 p.m. on the day of check-in, unless cancelled in accordance with paragraph 2.2 or otherwise agreed with the pub. If you plan on arriving after 10 p.m. please inform the pub in advance by telephone on 01798 344 288 or in writing by email to [enquiries@thewelldiggersarms.co.uk](mailto:enquiries@thewelldiggersarms.co.uk)

In the interests of security and to prevent fraud, at the time of check-in you and all guests in your party may be required to confirm your identity by providing your booking reference and your passport, identity card or driving licence. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law, in connection with the prevention or investigation of crime.

### 3.2 Check-out

On the day of departure you are kindly requested to vacate your room(s) by 11.00 a.m., unless otherwise stated on your booking confirmation. A later check-out may be arranged directly with us during your stay, subject to availability and may be charged at an hourly rate at our discretion.

A VAT invoice can be issued at check-out if required.

### 3.3 Occupancy

All of our rooms are subject to maximum occupancy. This is usually 2 people, but may change depending on the room booked. If you have any questions about the occupancy rates associated with your booking, please contact us.

## 4 Other matters relevant to your stay

### 4.1 Accessibility

If you or any member of your party has any accessibility requirements that may affect your stay, please contact us on 01798 344 288 or in writing by email to [enquiries@thewelldiggersarms.co.uk](mailto:enquiries@thewelldiggersarms.co.uk) so that we can make provision for the particular needs of the person(s) concerned, or advise you if we are unable to make such provision.

### 4.2 Car parking

Whilst we have our own car park at the pub, spaces are limited and are allocated on a first-come, first-served basis. If our car park is full we will advise you of alternative places to park. If you are part of a large party arriving by car, please contact us in advance so that we can try and make suitable arrangements.

Vehicles and their contents left on our premises are left at the owner's or customer's own risk. We do not accept responsibility for loss, theft or damage to or from any vehicle left on our premises.

### 4.3 Events at our pub

At certain times throughout the year we may host weddings, events or private parties, which you may feel could be an intrusion on your stay. Please contact us in advance of your stay for further information of any events that may be booked to take place at our pub during your stay.

### 4.4 No smoking

Smoking is not permitted in any room or public area on our premises.

### 4.5 Children

All children (a person under 16 years of age) staying at the pub must be accompanied and supervised by an adult at all times.

If you require a cot or extra bed, these can be provided subject to availability. An additional charge may apply. Please request these at the time of booking or contact us to make the appropriate arrangements.

### 4.6 Dogs

Dogs are usually welcome in the bar area and outside, but must be accompanied and supervised by an adult at all times. There may be times, however, when we may need to restrict dog access to the bar area or outside if the enjoyment of other guests may be affected.

With prior arrangement, we can also provide dog-friendly accommodation. Please contact us in advance of your stay to confirm availability and cost.

## 4.7 Behaviour

You and all members of your party are requested to conduct yourselves appropriately at all times during your stay and to comply with our procedures and reasonable requests with regard to conduct and respect for the property of our pub, our employees and other guests and their health and safety. In doing so, you are requested not to disrupt the comfort and enjoyment of other guests or the smooth running of our pub, or to cause offence to other guests or our members of staff.

We reserve the right to refuse accommodation or services or to remove you and members of your party from our pub and to restrict access to your room(s) immediately and without notice if we consider this provision to have been breached. If we do so, a cancellation charge will be levied in accordance with paragraph 2.5 (*Our rights to cancel your booking – breach of terms and conditions*) and we shall have no obligation to refund you or any other person for lost accommodation, other services or any other loss or other expense incurred.

## 4.8 Complaints and feedback

We welcome any comments, positive or negative.

If you are dissatisfied with any part of your stay, please contact the manager. Whilst we will make reasonable efforts to resolve the issue to your satisfaction, we understand that this may not always be possible. If this is the case and you wish to take any matter further, please do so in writing by email to [enquiries@thewelldiggersarms.co.uk](mailto:enquiries@thewelldiggersarms.co.uk)

# 5 Limitation of liability

## 5.1 Matters beyond our control

We do not accept liability for unforeseen circumstances or events beyond our reasonable control that may affect or prevent the performance by us of our obligations to you. These circumstances include, but are not limited to, adverse weather conditions, fire, riot, war, terrorist activity (or threat of such activity), industrial dispute, natural disaster, interruption or failure of utility supplies or injuries or death of an individual(s) through accidental circumstances unconnected with us. You are advised to ensure that you have appropriate insurance in place to cover you should any such circumstances affect your stay.

## 5.2 Property

We will not be responsible for the loss or damage of any property left anywhere on our premises other than as required under the Hotel Proprietor's Act 1956 or any other applicable law.

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

## 5.3 Website information

While all reasonable efforts have been taken to ensure the accuracy of information on our website, we do not accept responsibility for errors or omissions on the website and reserve the right to amend, cancel or vary any of the arrangements featured on the websites without notice.

Please refer to our website terms and conditions, privacy policy and acceptable use policy for further details.

## 6 Who we are, methods of contact

Our pub is owned and operated by Cirrus Inns Limited, a company registered in England and Wales with company registration number 07680497 and whose registered office is at C/O Addleshaw Goddard Corporate Services, One St Peter's Square, Manchester, United Kingdom, M2 3DE. The group VAT registration number is 115 1288 41.

References in these terms and conditions to "we", "us" or "our" refers to both The Yew Tree and Cirrus Inns Limited.

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address associated with your user account for this site or that you otherwise provided to us when making your reservation or contacting us.

You can contact us on the details below.



Low Heath, Petworth, West Sussex, GU28 0HG  
01798 344 288 | [enquiries@thewelldiggersarms.co.uk](mailto:enquiries@thewelldiggersarms.co.uk)