



PRIVACY POLICY

Because your privacy is important to us, Stradey Park Hotel operates by these principles:

(1) We explicitly ask when we need information that personally identifies you ("Personal Information"). For example, if you wish to book a room through stradeyparkhotel.com, Stradey Park Hotel asks you for your name and email address. We use your email address to verify your identity, protect against fraud and to contact you regarding your booking. We will not provide your Personal Information to necessary third-party service providers when you reserve or purchase booking services through the Stradey Park Hotel Booking Agent service on stradeyparkhotel.com. We also use your Personal Information, occasionally, to inform you of new features, services, and products from Stradey Park Hotel

(2) Stradey Park Hotel may use your personal information to send you information on company updates, other services and products available from Stradey Park Hotel and companies under our control which may be of interest to you. This information will be sent either directly to you by Stradey Park Hotel and companies under our control or on our behalf by third parties. We also use your email address to send you updates about your account. We may use URL information we collect to help direct advertising to you that is more likely to be of interest to you. If you do not wish to receive such offers from Stradey Park Hotel or have your personal information used in any of the ways outlined above by sending an email to reservations@stradeyparkhotel.com. Stradey Park Hotel may use your IP address to help diagnose problems with our server and to monitor fraudulent bookings. Your IP address is also used to gather broad demographic information.

(3) Stradey Park Hotel may disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on Stradey Park Hotel or the site; (b) protect and defend the rights or property of Stradey Park Hotel, the site or the users of, and (c) act under exigent circumstances to protect the personal safety of users of Stradey Park Hotel, the site or the public.

(4) To make sure that your Personal Information for your member registration is correct and current, you may review and update your customer information at any time.

If at any time you believe that Stradey Park Hotel has not adhered to these principles, please notify us by email to reservations@stradeyparkhotel.com or use this feedback form, and we will use all commercially reasonable efforts to determine and correct the problem promptly.

PERSONAL AND NON-COMMERCIAL USE LIMITATION

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NO UNLAWFUL OR PROHIBITED USE

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USE OF BULLETIN BOARD, CHAT ROOMS, AND OTHER COMMUNICATIONS FORUMS

If this website contains bulletin boards, chat rooms, or other message or communication facilities (collectively "Forums"), you agree to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, you agree that when using a Forum, you shall not do any of the following:

- (1) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- (2) Publish, post, distribute, or disseminate any defamatory, infringing, obscene, indecent, or unlawful material or information.
- (3) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- (4) Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- (5) Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded.
- (6) Falsify the origin or source of software or other material contained in a file that is uploaded.
- (7) Advertise or offer to sell any goods or services or conduct or forward surveys, contests, or chain letters.
- (8) Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.

You acknowledge that all Forums are public and not private communications. Further, you acknowledge that chats, postings, conferences, and other communications by other users are not endorsed by Stradey Park Hotel, and such communications shall not be considered reviewed, screened, or approved by Stradey Park Hotel. Stradey Park Hotel reserves the right for any reason to remove without notice any contents of the Forums received from users, including without limitation bulletin board postings. Stradey Park Hotel reserves the right to deny in its sole discretion any user access to this Web site or any portion thereof without notice.

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MODIFICATION OF THESE TERMS AND CONDITIONS

Stradey Park Hotel reserves the right to change the terms, conditions, and notices under which this website is offered.



GENERAL

This agreement is governed by the laws of England and Wales. You hereby consent to the exclusive jurisdiction of the English courts in all disputes arising out of or relating to the use of this Web site. Use of this Web site is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Stradey Park Hotel may, and you may not, assign, convey, subcontract or delegate rights, duties or obligations hereunder. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Stradey Park Hotel as a result of this agreement or use of this Web site.

Stradey Park Hotel's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Stradey Park Hotel's right to comply with law enforcement requests or requirements relating to your use of this Web site or information provided to or gathered by Stradey Park Hotel with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. This agreement constitutes the entire agreement between the customer and Stradey Park Hotel with respect to this Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Stradey Park Hotel with respect to this Web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Fictitious names of companies, products, people, characters, and/or data mentioned herein are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.

USE OF STRADEYPARKHOTEL.COM BOOKING AGENT

The stradeyparkhotel.com Booking Agent feature of this Web site is provided solely to assist customers in determining the availability of booking-related goods and services and to make legitimate reservations or otherwise transact business with suppliers, and for no other purposes. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use this Web site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your use of this Web site (as well as for use of your account by others, including without limitation minors (under 18 years old) living with you). You agree to supervise all usage by minors of this Web site under your name or account. You also warrant that all information supplied by you or members of your household in using this Web site is true and accurate. Without limitation, any speculative, false or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the booking services reservations facilities of this Web site shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorised to act. You understand that overuse or abuse of the booking services reservation facilities of the Web site may result in you, being denied access to such facilities. Separate terms and conditions will apply to your reservation and purchase of booking-related goods and services that you select. You agree to abide by the terms or conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with all rules and restrictions regarding availability of fares, products, or services. Special rules and restrictions may apply to a tariff, product or service selected by you. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Web site.



OTHER ACKNOWLEDGMENTS

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Hotel Proprietors Act 1956

1956 CHAPTER 62 4_and_5_Eliz_2

An Act to amend the law relating to inns and innkeepers.

[2nd August 1956]

1 Inns and innkeepers

(1) An hotel within the meaning of this Act shall, and any other establishment shall not, be deemed to be an inn; and the duties, liabilities and rights which immediately before the commencement of this Act by law attached to an innkeeper as such shall, subject to the provisions of this Act, attach to the proprietor of such an hotel and shall not attach to any other person.

(2) The proprietor of an hotel shall, as an innkeeper, be under the like liability, if any, to make good to any guest of his any damage to property brought to the hotel as he would be under to make good the loss thereof.

(3) In this Act, the expression "hotel" means an establishment held out by the proprietor as offering food, drink and, if so required, sleeping accommodation, without special contract, to any traveller presenting himself who appears able and willing to pay a reasonable sum for the services and facilities provided and who is in a fit state to be received.

2 Modifications of liabilities and rights of innkeepers as such

(1) Without prejudice to any other liability incurred by him with respect to any property brought to the hotel, the proprietor of an hotel shall not be liable as an innkeeper to make good to any traveller any loss of or damage to such property except where—

(a) at the time of the loss or damage sleeping accommodation at the hotel had been engaged for the traveller; and

(b) the loss or damage occurred during the period commencing with the midnight immediately preceding, and ending with the midnight immediately following, a period for which the traveller was a guest at the hotel and entitled to use the accommodation so engaged.

(2) Without prejudice to any other liability or right of his with respect thereto, the proprietor of an hotel shall not as an innkeeper be liable to make good to any guest of his any loss of or damage to, or have any lien on, any vehicle or any property left therein, or any horse or other live animal or its harness or other equipment.

(3) Where the proprietor of an hotel is liable as an innkeeper to make good the loss of or any damage to property brought to the hotel, his liability to any one guest shall not exceed fifty pounds in respect of any one article, or one hundred pounds in the aggregate, except where—

(a) the property was stolen, lost or damaged through the default, neglect or wilful act of the proprietor or some servant of his; or

(b) the property was deposited by or on behalf of the guest expressly for safe custody with the proprietor or some servant of his authorised, or appearing to be authorised, for the purpose, and, if so required by the proprietor or that servant, in a container fastened or sealed by the depositor; or

(c) at a time after the guest had arrived at the hotel, either the property in question was offered for deposit as aforesaid and the proprietor or his servant refused to receive it, or the guest or some other guest acting on his behalf wished so to offer the property in question but, through the default of the proprietor or a servant of his, was unable to do so:

Provided that the proprietor shall not be entitled to the protection of this subsection unless, at the time when the property in question was brought to the hotel, a copy of the notice set out in the Schedule to this Act printed in plain type was conspicuously displayed in a place where it could conveniently be read by his guests at or near the reception office or desk or, where there is no reception office or desk, at or near the main entrance to the hotel.

Section 2.

SCHEDULE NOTICE

Loss of or Damage to Guests' Property

Under the Hotel Proprietors Act 1956, an hotel proprietor may in certain circumstances be liable to make good any loss of or damage to a guest's property even though it was not due to any fault of the proprietor or staff of the hotel.

This liability however—

(a) extends only to the property of guests who have engaged sleeping accommodation at the hotel;

(b) is limited to £50 for any one article and a total of £100 in the case of any one guest, except in the case of property which has been deposited, or offered for deposit, for safe custody;

(c) does not cover motor-cars or other vehicles of any kind or any property left in them, or horses or other live animals.

This notice does not constitute an admission either that the Act applies to this hotel or that liability there under attaches to the proprietor of this hotel in any particular case.



Public Wi-Fi Access Terms and Conditions

This agreement sets out the terms and conditions on which wireless internet access ("the Service") is provided [free of charge] {1} to you, a [customer/guest] of Stradey Park Hotel ("us") in consideration for your custom, your agreement to these terms and conditions and your agreement to allow us to send to you by e-mail our promotional and marketing material;

Extent of the Service

- 1.1 We do not recommend in particular the use of any websites (or other internet related services) ("Internet Services") and your use of Internet Services is carried out entirely at your own risk.
- 1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.
- 1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.
- 1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.{2}
- 1.5 We do not guarantee:
 - 1.5.1 the availability of the Service;
 - 1.5.2 the speed at which information may be transmitted or received via the Service; or
 - 1.5.3 that the Service will be compatible with your equipment or any software which you use.
- 1.6 Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service] we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.
- 1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

2. Your Use of the Service

- 2.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:
 - 2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;
 - 2.1.2 contain obscene, profane or abusive language or material;
 - 2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
 - 2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
 - 2.1.5 contain material which infringe third party's rights (including intellectual property rights
 - 2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business; or
 - 2.1.7 are otherwise unlawful or inappropriate;
- 2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.
- 2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.
- 2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.
- 2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

3. Criminal Activity

- 3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.
- 3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
- 3.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address
- 3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.



4. Our Use of your Information

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business. {3}

5. Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

5.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

Your agreement to use the internet confirm that you accept these terms and conditions as the basis of your use of the wireless internet access provided.

{1} If separate charges are being levied other considerations may apply.

{2} Civil and criminal liability can arise from monitoring content or interception of e-mails and extreme care should be taken to ensure that this does not happen.

{3} It is important to ensure that this clause is complied with (or amended depending on how the data is used) and Data you collect is processed in accordance with the Data Protection Act and any mailings comply with the the Privacy and Electronic Communications (EC Directive) Regulations 2003

Credit Card Payments

Payments over £500 purchased by credit card will be subject to a 3% handling charge.