

Petit Pebbles Deli Ltd

Limited Privacy Policy

Pebble Beach Restaurant & Rooms or (Pebble Beach Restaurant & Winter Lodge, Pebble Beach & Sunset Bar) is the trading name for Petit Pebbles Deli Ltd.

A Private Limited Company registered in England & Wales.

Company Number: 08916938

VAT Number: GB364399166

Privacy policy.

Introduction

1.1 In its everyday business operations, Petit Pebbles Deli Ltd makes use of a variety of data about identifiable individuals, including data about:

- Current, past and prospective employees
- Guests and customers
- Users of its websites
- Other stakeholders

In collecting and using this data, Petit Pebbles Deli Ltd is subject to a variety of legislation controlling how such activities may be carried out and the safeguards that must be put in place to protect it.

The purpose of this policy is to set out the relevant legislation and to describe the steps Petit Pebbles Deli Ltd is taking to ensure that it complies with it.

This control applies to all systems, people and processes that constitute the organisation's information systems, including directors, employees, suppliers and other third parties who have access to Petit Pebbles Deli Ltd systems.

2. Privacy and Personal Data Protection Policy

2.1 The General Data Protection Regulation

The General Data Protection Regulation 2018 (GDPR) is one of the most significant pieces of legislation affecting the way that Petit Pebbles Deli Ltd carries out its information processing activities. Significant fines are applicable if a breach is deemed to have occurred under the GDPR, which is designed to protect the personal data of citizens of the European Union. It is Petit Pebbles Deli Ltd policy to ensure that our compliance with the GDPR and other relevant legislation is clear and demonstrable at all times.

2.2 Definitions

There is a total of 26 definitions listed within the GDPR and it is not appropriate to reproduce them all here. However, the most fundamental definitions with respect to this policy are as follows:

Personal data is defined as:

any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

'processing' means:

any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration,

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retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

'controller' means:

the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

2.3 Principles Relating to Processing of Personal Data

There are a number of fundamental principles upon which the GDPR is based.

These are as follows:

1. Personal data shall be:

- (a) processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes ('purpose limitation');
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation');
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

2. The controller shall be responsible for, and be able to demonstrate compliance with, paragraph 1 ('accountability').

Petit Pebbles Deli Ltd will ensure that it complies with all these principles both in the processing it currently carries out and as part of the introduction of new methods of processing such as new IT systems.

2.4 Rights of the Individual

The data subject also has rights under the GDPR. These consist of:

- 3. The right to be informed
- 4. The right of access
- 5. The right to rectification
- 6. The right to erasure
- 7. The right to restrict processing
- 8. The right to data portability
- 9. The right to object

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10. Rights in relation to automated decision making and profiling.

Each of these rights are supported by appropriate procedures within Petit Pebbles Deli Ltd that allow the required action to be taken within the timescales stated in the GDPR.

These timescales are shown below

Timescales for data subject requests

Data subject request	Timescale
The right to be informed month (if not supplied by data subject)	When data is collected (if supplied by data subject) or within one
The right of access	Within one month
The right to rectification	Within one month
The right to erasure	Within one month
The right to restrict processing	Without undue delay
The right to data portability	Within one month
The right to object	On receipt of objection

Rights in relation to automated decision making and profiling.

Not specified

You are entitled to implement any of your rights above by writing to the Data Privacy Team at, Pebble Beach, Marine Drive, Barton-on-Sea, BH25 7DZ or emailing: Jacqueline@pebblebeach-uk.com

We require proof of your identity before we can disclose personal data. A scan / copy of your passport, driving licence or other government approved photographic identification will be accepted as proof. Without this proof of identification, we cannot accept your request.

2.5 Lawfulness of Processing

There are six alternative ways in which the lawfulness of a specific case of processing of personal data may be established under the GDPR. It is Petit Pebbles Deli Ltd policy to identify the appropriate basis for processing and to document it, in accordance with the Regulation. The options are described in brief in the following sections.

2.5.1 Consent

Unless it is necessary for a reason allowable in the GDPR, Petit Pebbles Deli Ltd will always obtain explicit consent from a data subject to collect and process their data. In case of children below the age of 16 (a lower age may be allowable in specific EU member states) parental consent will be obtained. Transparent information about our usage of their personal data will be provided to data subjects at the time that consent is obtained and their rights about their data explained, such as the right to withdraw consent at any time. This information will be provided in an accessible form, written in clear language and free of charge.

Where consent is given, a record will be kept documenting how and when consent was given.

If the personal data is not obtained directly from the data subject, then this information will be provided to the data subject within a reasonable period after the data are obtained and definitely within one month.

You can opt out of receiving promotional emails from us at any time.

2.5.2 Performance of a Contract

Where the personal data collected and processed is required to fulfil a contract with the data subject, explicit consent is not required. This will often be the case where the contract cannot be completed without the personal data in question e.g. a dining or room reservation cannot be made without a name, email address and credit card details.

2.5.3 Legal Obligation

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If the personal data is required to be collected and processed to comply with the law, then explicit consent is not required. This may be the case for some data related to employment, financial, taxation or the scanning of non-UK passports of hotel guests on arrival for room reservations for example, and for many areas addressed by the public sector.

2.5.4 Vital Interests of the Data Subject

In a case where the personal data are required to protect the vital interests of the data subject or of another natural person, then this may be used as the lawful basis of the processing. Petit Pebbles Deli Ltd will retain reasonable, documented evidence that this is the case, whenever this reason is used as the lawful basis of the processing of personal data.

2.5.5 Task Carried Out in the Public Interest

Where Petit Pebbles Deli Ltd needs to perform a task that it believes is in the public interest or as part of an official duty then the data subject's consent will not be requested. The assessment of the public interest or official duty will be documented and made available as evidence where required.

2.5.6 Legitimate Interests

If the processing of specific personal data is in the legitimate interests of Petit Pebbles Deli Ltd and is judged not to affect the rights and freedoms of the data subject in a significant way, then this may be defined as the lawful reason for the processing. Again, the reasoning behind this view will be documented.

We process personal information for certain legitimate business purposes, which include some of the following

- To provide information on our products and services to business clients.
- Where processing enables us to enhance, modify, personalise or otherwise improve our services / communications for the benefit of our guests. We collect our guests' room and dining preferences, dietary requirements and public ally available images of our guests for staff recognition for these purposes.

Business cards that have been provided to Petit Pebbles Deli Ltd during sales office visits or at trade shows will be used to provide clients with relevant information on Petit Pebbles Deli Ltd products and services. This data will be retained until the data subject opts out of receiving marketing emails.

Media contact details are used for legitimate interests.

Hotel and dining guest profiles, which contain information such as number of visits, spend, preferences and complaints are collected to ensure we provide guests with exceptional service levels.

Whenever we process data for these purposes we will ensure that we always keep your personal data rights in high regards and take account of these rights.

2.5.7 Sharing of data

We may share your information with systems that allow us to fulfil your reservation such as sending out confirmation and post stay emails, guest questionnaires, restaurant order information and transferring your booking details from online travel agent's websites into Petit Pebbles Deli Ltd property management system. Any personal data which is shared will only be with companies who have appropriate safeguards in place to protect your data.

2.5.8 Data collected

Petit Pebbles Deli Ltd collects data such as customer name, postal address, email, address, telephone number of visits, spend, guest preferences, dietary requirements and CCTV images.

2.6 Privacy by Design

Petit Pebbles Deli Ltd has adopted the principle of privacy by design and will ensure that the definition and planning of all new or significantly changed systems that collect, or process personal data will be subject to due consideration of privacy issues, including the completion of one or more data protection impact assessments.

The data protection impact assessment will include:

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- Consideration of how personal data will be processed and for what purposes
- Assessment of whether the proposed processing of personal data is both necessary and proportionate to the purpose(s)
- Assessment of the risks to individuals in processing the personal data
- What controls are necessary to address the identified risks and demonstrate compliance with legislation

Use of techniques such as data minimization and pseudonymisation will be considered where applicable and appropriate.

2.7 Contracts Involving the Processing of Personal Data

Petit Pebbles Deli Ltd will ensure that all relationships it enters into that involve the processing of personal data are subject to a documented contract that includes the specific information and terms required by the GDPR.

2.8 International Transfers of Personal Data

Transfers of personal data outside the European Union will be carefully reviewed prior to the transfer taking place to ensure that they fall within the limits imposed by the GDPR. This depends partly on the European Commission's judgement as to the adequacy of the safeguards for personal data applicable in the receiving country and this may change over time.

Intra-group international data transfers will be subject to legally binding agreements referred to as Binding Corporate Rules (BCR) which provide enforceable rights for data subjects.

2.9 Cookies

Petit Pebbles Deli Ltd website uses "cookies". Cookies are small pieces of information which are sent by a website to your web browser and remain on your computer until they are deleted. Cookies are sent by Petit Pebbles Deli Ltd's website to ensure that it does not unnecessarily show you information that you have already seen or have indicated as not being of interest to you. Cookies therefore enable Petit Pebbles Deli Ltd's website to offer you a more personalised service. You agree to our use of cookies and/or any other data tracking or gathering technologies we employ in the future. If you do not wish to receive such cookies from us, please adjust your browser's settings accordingly (See "Adjusting your Browser's Cookie Settings" below). Please note however that this may restrict your use of the Petit Pebbles Deli Ltd website.

The data received from the Petit Pebbles Deli Ltd website cookies is anonymized data, therefore individuals cannot be identified.

Adjusting your browser's cookie settings

If you are using Internet Explorer 11, 10, 9, 8, 7, 6

Choose Tools then

Internet Options

Select the Privacy tab,

Under settings, select Advanced

Check Override automatic cookie handling

Check and choose if you want to allow, block or be prompted for first and third-party cookies.

If you are using Internet Explorer 5.0 or 5.5:

Choose Tools, then

Internet Options

Click the Security tab

Click on Custom Level

Scroll down to the sixth option to see how cookies are handled by IE5 and change to Accept, Disable, or Prompt for action as appropriate.

If you are using Internet Explorer 4.0

Choose View, then

Internet Options

Click the Advanced tab

Scroll down to the yellow exclamation icon under Security and choose one of the three options to regulate your use of cookies.

In Internet Explorer 3.0: You can View, Options, Advanced, then click on the button that says Warn before Accepting Cookies.

If you are using Chrome

At the top right, click More and then Settings

At the bottom, click Advanced

Under "Privacy and security," click Content settings

Click Cookies

From here, you can,

Turn on cookies: Next to "Blocked," turn on the switch

Turn off cookies: Turn off Allow sites to save and read cookie data

If you are using Safari

Choose Preferences

Click Privacy, then do any of the following:

Always block cookies: Select 'Block all cookies'

If you are using Firefox

Select Options from the right side of the drop-down menu.

Click Privacy & Security tab

In History, select the use custom settings for history option in the drop-down menu of the panel's History section.

There you will have the option to tick or untick, always use private browsing mode, remember my browsing and download history, remember search and form history, accept cookies from web sites or clear history when Firefox closes.

2.10 Data Protection Officer

A defined role of Data Protection Officer (DPO) is required under the GDPR if an organisation is a public authority, if it performs large scale monitoring or if it processes particularly sensitive types of data on a large scale. The DPO is required to have an appropriate level of knowledge and can either be an in-house resource or outsourced to an appropriate service provider.

Based on these criteria, Petit Pebbles Deli Ltd does not require a Data Protection Officer.

2.11 Breach Notification

It is Petit Pebbles Deli Ltd policy to be fair and proportionate when considering the actions to be taken to inform affected parties regarding breaches of personal data. In line with the GDPR, where a breach is known to have occurred which is likely to result in a risk to the rights and freedoms of individuals, the relevant supervisory authority will be informed within 72 hours. In the event that a breach is likely to result in a high risk to the rights and freedoms of an individual, Petit Pebbles Deli Ltd will notify those concerned directly. This will be managed in

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accordance with our Information Security Incident Response Procedure which sets out the overall process of handling information security incidents.

Under the GDPR the relevant DPA has the authority to impose a range of fines of up to four percent of annual worldwide turnover or twenty million Euros, whichever is the higher, for infringements of the regulations.

Within a breach notification, the following information will be outlined:

- The nature of the personal data breach, including the categories and approximate number of individuals and records concerned
- The name and contact details of the Data Privacy Officer (if one nominated)
- An explanation of the likely consequences of the personal data breach
- A description of the proposed measures to be taken to deal with the personal data breach
- Where appropriate, a description of the measures taken to mitigate any possible adverse effects

2.12 Addressing Compliance to the GDPR

The following actions are undertaken to ensure that Petit Pebbles Deli Ltd complies at all times with the accountability principle of the GDPR:

- The legal basis for processing personal data is clear and unambiguous
- All staff involved in handling personal data understand their responsibilities for following good data protection practice
- Training in data protection has been provided to all staff
- Rules regarding consent are followed
- Routes are available to data subjects wishing to exercise their rights regarding personal data and such enquiries are handled effectively
- Regular reviews of procedures involving personal data are carried out
- Privacy by design is adopted for all new or changed systems and processes
- The following documentation of processing activities is recorded:
 - Organisation name and relevant details
 - Purposes of the personal data processing
 - Categories of individuals and personal data processed
 - Categories of personal data recipients
 - Agreements and mechanisms for transfers of personal data to non-EU countries including details of controls in place
 - Personal data retention schedules
 - Relevant technical and organisational controls in place

These actions are reviewed on a regular basis as part of the management process concerned with data protection.

2.13 Data Security

Any personal data in hard copy format will be kept in a locked filing cabinet, drawer or safe, with restricted access. Confidential paper records will not be left unattended or in clear view anywhere with general access. All electronic devices are password-protected to protect the information on the device in case of theft. Digital data is coded, encrypted or password-protected, on a network drive that is regularly backed up on and off-site. All members of staff are provided with their own secure login and password, and every computer regularly prompts users to change their password. Emails containing sensitive or confidential information are password-protected if there are unsecure servers between the sender and the recipient. The security of Petit Pebbles Deli Ltd computer and storage systems, and access to them, is continuously monitored.

2.14 CCTV

Petit Pebbles Deli Ltd understands that recording images of identifiable individuals constitutes as processing personal information, so it is done in line with data protection principles.

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The hotel & restaurant operates a multi camera, multi-screen, digital CCTV system, which is monitored in the public areas to ensure our guests and members of staff's safety or for investigative purposes. Cameras are only placed where they do not intrude on anyone's privacy and are necessary to fulfil their purpose.

All CCTV footage will be kept for a period of time for security purposes, after which time will self-delete. Any CCTV footage which has been locked and saved on the system for investigative purposes is deleted once the case is completed.

2.15 Data Retention

Data will not be kept for longer than is necessary. Marketing data will be kept for as long as the consent is not withdrawn or three years after the last positive communication (i.e. no links have been clicked on a marketing email). Records with financial data will be retained for seven years. Personal data may be processed on the basis that Petit Pebbles Deli Ltd has a legal obligation to perform such processing and has statutory retention periods of seven years. You can request information on our retention periods by emailing our Data Privacy Officer (details at the end of the policy).

Passport scans of our hotel guests will be kept for one year after the guest's hotel stay.

2.16 Changes to This Privacy Policy

We may update our Privacy Policy from time to time, therefore, we advise you to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately, after they are posted.

2.17 Complaints

If you have a complaint about our use of your information, you can contact the Information Commissioner's Office via their website at www.ico.org/ — <https://www.ico.org/concerns> or write to them at:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

2.18 Contact details for the Data Privacy Team at Petit Pebbles Deli Ltd

Data Privacy Team

Pebble Beach, Marine Drive

New Milton

BH25 7DZ

Email: jacqueline@pebblebeach-uk.com

Pebble Beach, Marine Drive, Hampshire BH25 7DZ Tel: +44 (0)1425627777

Pebble Beach Accessibility.

Accessibility is very important to us at Pebble Beach and we are prepared to welcome guests with impairments, including mobility, hearing, sight, learning disabilities or any other hidden impairment. We welcome assistance and guide dogs within the our restaurant, rooms, terrace, marquee and bar areas.

Reflecting on the style of our restaurant with rooms, Pebble Beach on certain occasions and or events operates a dress code and if there is any reason that you are unable to adhere to this due to a health condition or impairment please do let us know prior to your arrival.

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To arrange any assistance or for further information with regards to accessibility, please contact our reservations team on +44 (0)1425627777 or email mail@pebblebeach-uk.com

Accessibility services Pebble Beach offers:

- Complimentary luggage porter service on arrival
- Access into our restaurant through our accessible entrance
- Accessible cloakrooms
- Public areas accessible to wheelchairs including main restaurant & terrace
- Pebble Beach DOES NOT offer ground floor accessible hotel rooms, but whilst working closely within our local community, there are local accommodation venues that are on our list of referrals that offer ground floor accessible rooms

In the event of a fire or emergency, if you have requested assistance upon check-in, a member of staff will assist you in evacuation.

We encourage our guests and visitors to bring any accessibility issues at Pebble Beach to our attention. Reasonable adjustments will be made where appropriate using creative solutions to resolve barriers to access. We will always welcome your input and will work to address your concerns, for your benefit and that of future guests and visitors.

Your health, comfort and safety are of the utmost importance to us.

Petit Pebbles Deli Ltd

Limited Terms & Conditions

These Terms are applicable to all Contracts of any kind made by Petit Pebbles Deli Ltd ("Pebble Beach") and its clients ("the Clients") and apply to all reservations, bookings and agreements for accommodation, dining, and use of all services at Pebble Beach.

Clients are invited to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of Pebble Beach. The Contract is conditional on the payment of the Deposit.

TERMS OF SUPPLY.

1. INTERPRETATION

1.1 In these Conditions:

"Arrival" means the date on which the Services are to be provided or shall start to be provided by Pebble Beach; "Client" means the person for whom Pebble Beach has agreed to provide the Services in accordance with these Terms; "Contract" means the contract for the provision of the Services including these Terms as appropriate; "Deposit" means the payment specified in clause 5 and Schedule; "Services" means the provision of accommodation and/or supply of food and beverages and other Services by Pebble Beach for the Client described in writing by Pebble Beach and on its website or in its brochure and social media platforms. "Schedule" The Schedule of deposits and payments and cancellation terms annexed to this Agreement; "Standard Charges" means the charges shown in any brochure of Pebble Beach or other published literature relating to the Services in force from time to time; "Terms" means these terms and conditions. "Group" a group booking comprises two rooms or more and may also include other contracted services and use of Pebble Beach facilities "Party" means a booking in Pebble Beach Restaurant for breakfast, brunch, lunch, afternoon tea, snacks, dinner and or drinks only for 3 or more than 3 people.

The headings in these Terms are for convenience only and shall not affect their interpretation.

PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS.

Pebble Beach confirms the reservation this Contract is conditional on the Client supplying credit card details and the authority for charges to be deducted (including cancellation charges) on the payment terms outlined in the Schedule.

If credit card details and payment authority is not given to Pebble Beach by the Client then subject to any outstanding obligation due to Pebble Beach from the Client the Contract will cease to be of effect. The Services that are the subject of the provisional reservation will be released and resold without any further notification to the Client.

SUPPLY OF SERVICES.

Pebble Beach shall provide the Services to the Client subject to the Contract.

The Client shall at its own expense supply Pebble Beach with all necessary data or other information relating to the Services within a sufficient time to enable Pebble Beach to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information. Specific information requirements are contained in the Schedule. Pebble Beach may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

Pebble Beach does not condone any form of bullying or harassment in the workplace. If the harasser is a guest or a visitor to Pebble Beach, the employee should instead convey promptly and clearly their feelings of discomfort to a manager and explain if it is interfering with their work. The manager will then deal with the matter in the most appropriate manner. The employee is strongly discouraged from raising this personally with the guest.

CHARGES.

The charges payable by the Client shall be detailed in writing by Pebble Beach. If no charges are specified or additional and varied Services are provided to the Client, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between Pebble Beach and the Client for the provision of the Services.

Pebble Beach may vary the Standard Charges from time to time.

All charges quoted to the Client for the provision of Food and Beverage Services are inclusive of any Value Added Tax at the applicable rate at the tax point unless otherwise stated.

WEBSITE INFORMATION AND PRICES.

Pebble Beach information may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to your transaction. Pebble Beach does not assume responsibility or liability for any such inaccuracies, errors, or omissions, and shall have no obligation to honour reservations or information affected by such inaccuracies. Pebble Beach reserves the right to make changes, corrections, cancellations, and/or improvements to Pebble Beach information, and to the products and programs described in such information, at any time without notice, including after confirmation of a transaction.

SERVICE CHARGE.

Pebble Beach prides itself on delivering the highest of service standards, therefore, please kindly note that a discretionary service charge will be added to your bill, 10% will be added on all food and beverage items and no service charge is added on to accommodation.

DEPOSIT PAYMENTS.

The different requirements for Deposits are set out in the Schedule.

PAYMENT.

The payments to Pebble Beach to be made by the Client (including Deposits) are to be made on the date(s) and in the amounts to be calculated as specified in the Schedule.

If any services under the contract are varied prior to arrival then the payment made will reflect the latest details contained in the written details of Pebble Beach.

Any additional charges due to Pebble Beach from the Client for the Services shall be paid by the Client on the presentation of an invoice or bill.

Pebble Beach requires for the value of the accommodation rate to be paid in full at the the time of booking.

For all guests arriving at the Pebble Beach, Pebble Beach reserves the right if required to pre-authorise a credit card in the amount of the total spent on room and incidentals. Pebble Beach reserves the right to top up the amount held through the stay if required. Pebble Beach is NOT charging your credit card. A pre-authorisation is a security guarantee for payment only. The pre-authorisation amount is not held by Pebble Beach, the company that provides the credit card system or the authorising bank. The pre-authorisation amount is held on your card by your own issuing bank. A pre-authorisation can be held on your card for a minimum of five to 15 working days. Pre-authorisation should be released by your issuing bank automatically, if not, you will need to contact your home issuing bank.

Please kindly be informed that your reservation will only be confirmed once the payment has been received and this payment is not refundable in the event of any amendment or cancellation unless stated otherwise on your booking/reservation or relevant services terms and conditions.

Cash Payment is not accepted for walk-in guests – a valid credit or debit card must be swiped through the chip and pin machine and full amount paid or adequate authorisation taken.

All charges are to be settled prior to the client leaving Pebble Beach. The client is deemed to have authorised the settling of all outstanding charges which can be processed by Pebble Beach using any credit or debit card details held on file.

Commission payments will only be made by Pebble Beach for rooms and food & beverage reservations that are not more than 12 months past the guest departure/ reservation date. The commission invoice must be received within six months of the departure/reservation date.

CANCELLATION CHARGES ('NO SHOWS').

The Client agrees to pay charges to Pebble Beach in the event of cancellation of the Services or if the Client and/or their guests fail to take up the Services at the time and on the day specified in the Contract. The cancellation charges are calculated by reference to the Schedule attached.

Pebble Beach will provide a cancellation number to a Client in the event of the Client making a cancellation and that number must be used in any future dealings with Pebble Beach.

VARIATION IN SERVICES REQUIRED.

Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions must be agreed upon by the Client and Pebble Beach.

LIABILITY OF Petit Pebbles Deli Ltd

When Pebble Beach supplies the Services which include any services supplied by a third party, Pebble Beach does not give any warranty, guarantee or other terms as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the services to Pebble Beach.

Pebble Beach shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate,

illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

Except in respect of death or personal injury caused by Pebble Beach's negligence, or as expressly provided in these Terms, Pebble Beach shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other terms, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Pebble Beach, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client, and the entire liability of Pebble Beach in connection with the Contract shall not exceed the number of Pebble Beach's charges for the provision of the Services, except as expressly provided in these Terms.

CANCELLATIONS BY PEBBLE BEACH RESTAURANT & ROOMS.

Pebble Beach may cancel the Booking:

11. If the booking might prejudice the reputation of Pebble Beach;
12. If Pebble Beach becomes aware of any deterioration in the Client's financial situation such that Pebble Beach reasonably considers the Client may not be able to fulfil its material obligations under the Agreement; or
13. If the Client fails to pay any sum when due.

Pebble Beach may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client due to unforeseen or extraordinary circumstances. If it has to do so, it will notify you as soon as possible. Pebble Beach may (at its discretion) offer you an alternative date and/or product if it is able to do so, and inform you of its impact on the price of your booking.

CUSTOMER RESPONSIBILITIES.

Pebble Beach has a smart/casual dress code in all its public areas as follows:

- In all areas of Pebble Beach, a smart casual attire is required.
- Please note that flip-flops, sandals, shorts, trainers and sportswear are permitted on all areas during our Spring and Summer periods only.

Smoking is prohibited in all indoor public areas of Pebble Beach.

Residents of Pebble Beach are not able to smoke in our rooms with the exception of guests staying in the penthouse suite and only in the designated smoking area in the penthouse suite's private balcony. To ensure the comfort of our non-smoking guests, a charge will be applied for smoking in a non-smoking bedroom.

ACCOMMODATION GUESTS.

Arrival and departure times for accommodation at Pebble Beach are 3:00pm. and 11:00 am respectively. The access and vacate times for all other Services will be as specified in the Programme Sheet and must be strictly adhered to by the Client on all occasions.

The Client is responsible for the behaviour of his, or her or its guests at Pebble Beach and in particular for the orderly conduct of guests staying in Pebble Beach or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for Pebble Beach or its other guests and Clients. The Client must comply with any reasonable request of Pebble Beach and with any policies of Pebble Beach as may apply to the Services from time to time.

Should a guest resident of Pebble Beach wish for any item to be received or helped by Pebble Beach prior to arrival or following departure, advance notice will be required. Pebble Beach retains the right to deny receipt of such items. Any costs incurred for the return will be borne by the sender. All items are left at the owner's risk and may be subject to search. Please note that should an item be locked or sealed it is the responsibility of the owner of the item to facilitate access. Pebble Beach is not liable for any flood, fire or damage to the items.

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Pebble Beach may require guests to provide photographic identification during check-in. Non-UK residents are kindly requested to provide a valid passport, while UK residents have the option to present either a valid passport or a full UK driving licence.

All visitors to guest accommodation must register on arrival and provide photographic identification if required.

CCTV.

In the public areas of Pebble Beach and some staff areas CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of Pebble Beach and security for all its Clients and staff.

PHOTOGRAPHY AND FILMING.

All professional photography or filming **MUST** be authorised by a member of the Pebble Beach Management Team. No professional photography or filming can take place in any area of Pebble Beach, under any circumstances, without an assigned representative from Pebble Beach present. Use of Pebble Beach brand name, photography, videography, Pebble Beach images and any Pebble Beach (or associated) logos including trademarks or trade names requires the prior written consent of Pebble Beach. None of the aforementioned can be used by any other entity for any commercial purpose. Members of Pebble Beach staff and Pebble Beach uniforms or part thereof cannot be used in the photography or filming and no staff role can be impersonated for the purposes of the photography or filming. Pebble Beach will take appropriate legal action to restrain any misuse or unauthorised usage of Pebble Beach collateral listed above.

INTELLECTUAL PROPERTY RIGHTS.

All information, data and materials presented on this website and Pebble Beach social media accounts, including names, logos, content, etc., as well as the colour scheme and the layout of the website, are subject to copyright, trademark rights, database rights and/or other intellectual property rights. You may use such content only if authorised by Pebble Beach and strictly required for permitted personal, non-commercial purposes. Any other use and/or reproduction of such content, without the prior written consent of Pebble Beach, is prohibited and will constitute a breach of these Terms of Use and may infringe Pebble Beach's intellectual property rights.

PEBBLE BEACH RESTAURANT BOOKINGS.

When making a booking for Pebble Beach Restaurant you must have the legal capacity to do so and you must accept financial responsibility for all transactions made under your name. You must make sure that all the information you provide to us is true and accurate. Making a reservation at our restaurant means you have to pay the restaurant after your meal unless it is clearly indicated when making your reservation that you have a voucher. Your voucher must be shown on arrival and must be within the validity period. The vouchers have no cash alternative and cannot be exchanged for cash. Please see the voucher section.

CREDIT CARD GUARANTEE RESERVATIONS AND DEPOSIT.

When making a reservation for the restaurant the reservation might require a credit card guarantee or an advanced payment as a deposit. If you fail to arrive for your reservation or cancel, within 48 hours, the amount paid as deposit will not be refunded.

Pebble Beach Restaurant reservations for six or more guests will require a £10.00 per person deposit taken at the time of the reservation. Cancellations and amendments to reservations for 6 or more guests can be made up to 48 hours prior to your reservation date with your deposit being redeemed in full against your bill. Should you cancel within 48 hours the deposit is non-refundable unless agreed otherwise by a senior member of the management team.

For special events in any of Pebble Beach's Food and Beverage areas such as but not limited to Christmas Day, New Year's Eve or New Year's Day; a non-refundable deposit or non-refundable full payment may be required.

DINING BOOKING CONFIRMATIONS.

When you make a reservation at Pebble Beach Restaurant you are making an offer to the restaurant to accept your reservation. Your reservation is not complete and legally binding on the Restaurant until such time as you have received a confirmatory email from the restaurant accepting your reservation. Should pre-payment be required for your reservation, your reservation is not complete and legally binding on the Restaurant until such time as you have made payment and received a confirmatory email from the restaurant of your pre-payment and reservation.

AMENDMENTS TO YOUR BOOKING.

Should your details be incorrect on your confirmation email or require amendment, please advise the reservations and or reception team at your earliest convenience by email at Mail@pebblebeach-uk.com or by telephone on +44 (0)1425627777. If you do wish to amend your booking details, changes must be advised at least 48 hours in advance and are subject to availability. We will reconfirm with you if we can accommodate your changes or requests.

CANCELLATIONS TO DINING BOOKINGS.

Should you need to cancel your reservation kindly contact our reservations team on +44 (0)1425627777. Please remember that all reservations must be cancelled no later than 48 hours before your dining date to avoid any charges. For special events there is a different cancellation policy which will vary accordingly to the nature of the event. Please contact us via email or telephone for more information on cancellations. Pebble Beach recommends you please ensure you cancel within the time specified.

DRESS CODE.

- Tops are to be worn at all times when visiting Pebble Beach

Please ensure that you arrive in plenty of time and bring a copy of your email booking confirmation. If you have prepaid in advance please also bring the credit/debit card you used to make the booking.

COVER CHARGES.

Throughout the year, Pebble Beach holds entertainment evenings such as tribute nights and other live music. These events require a non-refundable cover charge to be made at the time of booking. This payment is for the entertainment and is not a deposit. It is non-refundable.

NO SHOWS.

For Pebble Beach restaurant, along with any special events, we might charge a no-show fee for failure to attend at the reserved time. We might debit your card which you provided when you made your reservation with a no-show fee. If and when applicable, the fee you will be charged will be advised to you when you are making your reservation and also on your confirmation email. If you do not show on a tribute or other live music event, you will not receive a refund.

VOUCHERS.

Our vouchers are provided by a third party company:

Giftpro: ClearCourse Retail Limited, a company registered in England and Wales with company number 09136370 whose registered office is at 107 Cheapside, London, England, EC2V 6DN.

If making a reservation with a prepaid voucher, please inform reservations of this when you are making your booking. You will be asked for your unique Voucher identification number/code.

The Voucher validity period is 12 months from the date of purchase. Vouchers must be booked and undertaken prior to the expiry date printed on the front of the voucher, otherwise, the voucher will be deemed to be invalid and no liability will be accepted by Pebble Beach.

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Advanced bookings are essential, and reservations remain subject to availability.

You must bring your original voucher and present it to your host/hostess when you first arrive at the restaurant as this is your form of payment. Lost, stolen or non-present vouchers cannot be replaced or reprinted. In the case the original voucher cannot be presented on arrival your bill will have to be settled using an alternative method of payment. Vouchers are valid for one year and the expiry date is on the actual voucher.

Vouchers can only be redeemed once, may not be exchanged for cash, replaced if lost and is non-transferable or refundable.

Cancellation of a booking within 48 hours of your reservation time will render the certificate null and void.

During certain times of the year, Pebble Beach has special events with different pricing. Examples of this would be St Valentine's Day, Mother's Day, Easter Sunday, Christmas Day, Boxing Day, New Year's Eve and New Year's Day (this list is not finite and there may be additional special events that are not listed here). If you wish to use this voucher for one of these events or similar, this will be subject to confirmation of use, and only granted by a senior member of the management team.

To view Pebble Beach vouchers' terms and conditions please visit: Terms & Conditions - Pebble Beach ([giftpro.co.uk](https://pebblebeach-uk.giftpro.co.uk/page/terms-conditions/)) — <https://pebblebeach-uk.giftpro.co.uk/page/terms-conditions/>

EMAILS.

You will receive emails including requests for feedback, related to your dining experience. In addition, if selected by you at the time of making your booking (or at some other time), you may also receive information on our special offers and new information about Pebble Beach and or its sister companies.

GENERAL.

The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered a waiver of any subsequent breach of the same or any other provision.

English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

SCHEDULE OF DEPOSITS, COVER CHARGES, PAYMENTS AND CANCELLATIONS RESTAURANT.

Pebble Beach Restaurant & rooms:

Credit card details might be required at the time of booking reservations.

Pebble Beach must receive all amendments or cancellations two days (48 hrs) prior to arrival in order to avoid charges.

On the day of arrival in the event of a "no show" 100% full payment will be taken if you have provided us with a required deposit. In the case, that the guest is paying with a voucher then the voucher will be validated and cannot be used.

For large parties of nine or more in Pebble Beach Restaurant guests must select their pre-orders at least seven days in advance of their dining date.

SCHEDULE OF DEPOSITS, PAYMENTS AND CANCELLATIONS ROOMS.

Individual (up to 1) Room Bookings

To confirm the booking full payment must be taken at the time of booking, unless agreed otherwise. Photo identification might be required on check-in if the reservation is made on the same day as the arrival date. Please note that payment for room reservations by cash or cheque are not accepted.

Different room rates and accommodation packages have different cancellation policies, please check your reservation confirmation to confirm the applicable cancellation policy.

On arrival, payment in full must have been received and a credit card swipe might be required.

On departure, payment for all incremental charges incurred during the stay on top of the cost of the initial and already settled accommodation rate must be made in full. Please note that payment by cheque is not accepted but all supplements or add-ons can be paid with cash.

Group (2 or more) rooms

It might be required, other than the leader or person responsible for the reservation for all parties to sign the contract (registration form) and Pebble Beach must have received a 100% of the total contracted revenue as deposit for the booking to be confirmed. This deposit is non-refundable unless otherwise stated on the cancellation terms and conditions.

On arrival, payment in full must have been received and a credit card swipe might be required.

On departure, payment for all incremental charges incurred during the stay on top of the cost of the initial and already settled accommodation rate must be made in full. Please note that payment by cheque is not accepted but all supplements or add-ons can be paid with cash.

Schedule of Cancellation Charges for Accommodation:

For all our rooms excluding the Penthouse Suite, if the reservation is cancelled more than 3 days prior to the arrival, 100% of the rooms can be released without charge.

For our Penthouse Suite, if the reservation is cancelled more than 7 days prior to the arrival, 100% of the rooms can be released without charge.

For all our rooms excluding the Penthouse Suite, if the reservation is cancelled within 3 days prior to the arrival, and the accommodation agreement is shorter in days than the cancellation period itself, Pebble Beach will charge the full amount as cancellation charge. If the accommodation agreement is longer in days than the 3 day cancellation period, any day after the 3 days after the arrival date will be fully refunded.

For our Penthouse Suite, if the reservation is cancelled within 7 days prior to the arrival, and the accommodation agreement is shorter in days than the cancellation period itself, Pebble Beach will charge the full amount as cancellation charge. If the accommodation agreement is longer in days than the 7 day cancellation period, any day after the 7 days after the arrival date will be fully refunded.

DEFINITIONS.

In these terms:

“Contract” means the contract for the provision of the Services including these Terms and, as appropriate, any written description given by the Pebble Beach.

“External Contractor” means production companies, audio-visual companies, television, video or film crews, musicians, bands, live acts and any other performers, toastmasters, florists, photographers and designers and any other person who is contracted by the Client in connection with any of the Services.

“Services” means the provision of accommodation and/or supply of food and beverages and other services by Pebble Beach for the Client described in writing by Pebble Beach and on its website or in its brochure.

GENERAL TERMS FOR EXTERNAL CONTRACTORS AND INDEMNITY.

Pebble Beach must be notified by the Client of any External Contractor the Client proposes to use and must obtain the permission of Pebble Beach to use the External Contractor at Pebble Beach. Pebble Beach reserves the right to refuse access to any External Contractor. Should the Client, their Guests or External Contractors Prepared as clean website copy for Pebble Beach Restaurant & Rooms

engage in any conduct which, in Pebble Beach's view, is unacceptable then Pebble Beach will request for this conduct to cease with immediate effect. Failure to comply with such requests will result in the Clients, Guests or External Contractors being asked to leave the premises.

Should the Clients, their Guests or External Contractors plan to give any kind of display, demonstration or performance then Pebble Beach must be advised of the entire programme, content and nature of this at the time of booking. Failure by the Client to disclose this information may result in the Client's reservation being immediately cancelled by Pebble Beach.

The Client must on request supply to Pebble Beach copies of public liability insurance policies with a minimum limit of liability of £5 million per claim or such other insurance as may be required from Pebble Beach and the receipts for the last premium due for all External Contractors to cover as a minimum any damage or injury to Pebble Beach or any of its property, staff, any plant and equipment of Pebble Beach, any guest of the Client or Pebble Beach or of any Client resulting from any activity of the External Contractor or arising out of the External Contractor being on the premises of Pebble Beach or in respect of any equipment brought onto Pebble Beach premises by the External Contractor.

Any electrical, or audio-visual equipment the Client wishes to use that is not the property of Pebble Beach can only be brought into Pebble Beach and used with Pebble Beach's written permission. All such equipment must comply with the I.E.E. regulations and safety standards. Pebble Beach may at its discretion arrange for its own contractors to inspect any such equipment. The cost of such inspection shall be borne by the Client. The Client will comply with any requirement or direction imposed by Pebble Beach following such inspection.

The Client will comply with the policies of Pebble Beach in connection with the construction of any stand, exhibition stand, scaffolding, the use of any plant and equipment that it wishes to bring into Pebble Beach and as may generally apply from time to time.

The Client will indemnify Pebble Beach in connection with any loss or damage caused to Pebble Beach, its staff, contractors, clients and guests or to any property of Pebble Beach or any such persons arising out of the engagement of any External Contractors or if the Client itself brings onto the premises any equipment, plant or machinery in respect of any loss, damage, costs including legal costs that Pebble Beach shall incur.

No signage is permitted by Pebble Beach in any other part of the Pebble Beach and in particular within the public areas.

The Client will comply with the terms applying to photography.

Pebble Beach Restaurant & Rooms , Marine Drive, New Milton, BH25 7DZ

Registered in England No: 08916938

VAT Reg: GB364399166

Pebble Beach Restaurant and Rooms (UK) is not part of Pebble Beach Resorts (USA)

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