

Uppergate Farm Booking Terms & Conditions

- 1. Definitions:** where mentioned below 'Guests' means the person making the holiday booking and all members of his or her party. 'The Owner' means the owner of the accommodation let to the Guest. The Guest must be 18 years of age or over when the booking is made. Where multiple cottages/ properties are booked a separate named Guest must sign for each cottage/property.
- 2.** All lettings are solely for the purpose of conferring on the Guest the right to occupy the accommodation for the purpose of the holiday. As lead for the Group, you are liable for the acts and/or omissions of all individuals or animals attending the Property whether permitted by us or not.
- 3.** All cottage holiday lettings (other than by prior written arrangement) will begin at: 4.00pm in Uppergate Barn, 3pm in Bray Cottage and Grove Farm Cottage and 2.30pm in the Shepherds Hut, The Yurts and The Safari Tent on the day of arrival and end at 10.00am (10.30am the Yurts, Shepherds Hut and Safari Tent) on the day of departure.
- 4.** The property and its related facilities must be left in a clean and tidy condition. All breakages must be reported to the Owner and these should be replaced or paid for before departure at the Owners discretion. Some properties require (at the Owner's discretion) a refundable security bond which will be refunded within 7 days of the end of the stay, assuming the accommodation has been left in the same good order as it was handed over and without damage. If a security bond is required you will be notified of this at the time of booking. All guests are equally and severally liable for any damages. During your Booking at the Property, you shall take proper care of the Property and its contents; you may lose your Security Deposit and/or receive an invoice for any damage caused or loss suffered if the Property and its contents are not left in the same state in which they are found at your Arrival Date. You shall report to us any damage, destruction, loss, defect, or disrepair affecting the Property as soon as it comes to your attention, to allow us to investigate and take steps to rectify where deemed necessary
- 5.** The Owner shall not be liable in respect of claims that the Guest may have for death or any personal injury however caused or sustained by the Guest, unless it results from the Owner's act or omission, and the loss or damage to his/her belongings which are on the premises of the Owner.
- 6.** The Owner reserves the right to enter any accommodation at any time during the period of the letting. Wherever possible, Guests will be advised of the need to enter premises.
- 7.** The Owner reserves the right to refuse accommodation or to repossess the accommodation if they reasonably believe that any damage is likely to be caused by you or your party or can repossess the accommodation if damage has been caused. These circumstances will be treated as a cancellation by the Guest. We reserve the right to request your immediate departure without refund where you have in our sole discretion acted unreasonably, illegally, immorally or in a manner which may impair the enjoyment, comfort or health of other parties or causes, or is likely to cause, damage to the property.
- 8.** In the unlikely event that the accommodation already booked should subsequently become unavailable due to circumstances beyond the control of the Owner every effort will be made to find suitable alternative accommodation. Should this not be possible all monies paid by the Guest will be

refunded but the Owner shall not be liable in any circumstances to make any payment in excess of those monies. Force Majeure: we do NOT cover you for your holiday being unavailable due to natural disasters, terror attacks, acts of war, hijacking, riots, incidents of civil unrest, pandemics, epidemics, or general restrictions on movement imposed by local or national Government, which may prevent you from taking your holiday.

9. All illustrations, photographs and other imagery displayed are for illustrative purposes only and décor and layout are subject to change and no warranty or other representation is made as to the quality of the Property by us via the Website

10. Your use and enjoyment of the Property must be solely in accordance with these Terms, the House Rules and any signage, guidance on use, safety or operational instructions given to you by us. You hereby acknowledge that enjoyment of the Property and grounds is at your own risk.

11. Internet access is offered on the basis that it is provided for recreational use only. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed, and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.

12. It is your sole responsibility to ensure that the Property is suitable for you and your Group's needs ahead of making your Booking Reservation.

13. All belongings and vehicles are left at the Property at your own risk. Please ensure all of your belongings are removed by the Departure Date as the return of any of your lost property cannot be guaranteed and will incur charges to post to you.

14. There are shared electric vehicle charging points outside our offices to be used by electric vehicles only, and in accordance with our Electric Vehicle Policy. There is a small cost levied each time a vehicle is charged

15. Third party providers (e.g. caterers, private chefs, entertainers etc.) are not permitted at the Property without our prior written permission.

16. Cancellation

16.1 Cancellation by You

Cancellations must be immediately notified to us and confirmed in writing. The treatment of a cancellation will depend on

a) the date the booking was made

b) when the cancellation is made and

c) the reason for the cancellation, the length of time between cancellation and your holiday, and our ability to re-let the property, as follows

16.2 National Lockdown – In the event of a national lockdown that coincides with your holiday, where you are unable to travel, and we are prevented from opening, you will receive a full refund.

Regional/Local Lockdown – In the event that the address given on the booking is put into Local/Regional Lockdown, rendering you unable to travel, and the period of restriction covers the period of your booking, you will receive a full refund. Please note that this applies only to the address given on the booking by the lead booker, and does not apply if an unidentified party member at a different address is unable to travel due to local lockdown.

16.3. Your inability (or the inability of any, some or all of your intended occupants) or disinclination to travel to and stay at your hired Property for any reason. This includes - but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, a call to jury duty, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property, other than according to the sliding scale below.

Travel Insurance

It is the responsibility of the Lead Guest to acquire suitable travel insurance to cover their holiday, including Cancellation and Curtailment Protection Insurance. We strongly recommend that you take out suitable insurance which will cover you for possible cancellation of your UK holiday

16.4 Refunds

All refunds will be subject to deduction of a non-refundable administration fee of £50 to cover our costs and third party costs related to the cancellation and remarketing (these costs include our administration costs, re-marketing costs, bank fees, accounting fees and agency fees or commission payments).

If you cancel before the date the balance is due and we are able to re-let your dates, we will refund you the deposit amount (which may be less than you paid – eg if the final letting price was discounted or only some of the days are re-let) less the administration fee of £50.00. If we are unable to re-let you remain responsible for the deposit and there will be no refund under any circumstances. You will be reimbursed at the check out date of the original booking. From 56 days before check in to the day of check-in, you remain responsible for the full rent and there will be no refund unless we are able to re-let your dates, in which case we will refund you all or part of the sum you have paid, depending on the value of the replacement booking, less a £50.00 administration fee. You will be reimbursed at the check- in date of the original or replacement booking, whichever has the later arrival date.

16.5 Part Cancellations - If any person(s) in your party needs to cancel, this will not affect the total cost of your booking. In addition, no refunds are payable in the event that you cut short your stay.

16.6 Cancellation by Us

If we (Uppergate Farm) have to cancel your booking for any reason, including a Force Majeure event, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, you will be refunded in full.

(a) acts of God, flood, drought, earthquake or other natural disaster;

- (b)** epidemic or pandemic;
- (c)** terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d)** nuclear, chemical or biological contamination or sonic boom;
- (e)** any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent;
- (f)** collapse of buildings, fire, explosion or accident;
- (g)** any labour or trade dispute, strikes, industrial action or lockouts;
- (h)** non-performance by suppliers or contractors; and
- (i)** interruption or failure of utility service, and the period of closure covers you booking

We may have to cancel a Booking before the Arrival Date of your Booking due to an Event Outside of the Parties Control. We will promptly contact you if this happens.

If we have to cancel a Booking and you have made any payment in advance for your Booking that has not been provided to you, we will refund these amounts to you in full.

We may cancel your Booking at any time with immediate effect by giving you written notice if you:

do not pay us when you are supposed to; or breach the contract in any other material way, including but not limited to any of the terms or the House Rules.

17. Where a booking is made within eight weeks of taking up the let the full amount and the security bond if required is payable.

18. The number and names of persons stated on the particulars supplied as being allowed to occupy and use the accommodation and facilities selected by the Guest is the total number permitted unless it is agreed otherwise in writing with the Owner. Sub-letting is not permitted. The names of all the guests who will be occupying the accommodation must be provided, on request, to the owners.

19. The Owner must be notified, for health and safety, traffic and the comfort of other Guests, of any non resident visitors to the accommodation and farm site. Small numbers of day visitors, at the owners' discretion, may be allowed at less busy times, given prior notice. An additional security bond may be taken for any day visitors using the cottages, pool and farm facilities. A charge is made for day visitors who wish to use the pool.

20. The owner has a strict 'no pets' policy in all the properties (other than Grove Farm Cottage and Bray Cottage - see Additional Terms and Condition for guests bringing their dog in these properties) and on the farm. This applies to guests and any day visitors.

21. Privacy Notice: Uppergate Farm is also a member of Premier Cottages Limited, a professional collective of independent luxury cottage owners. Premier Cottages promotes our properties on our behalf as well as other luxury cottages. As members of Premier Cottages we would like to give them

your information so that they can contact you about quality properties that you might like. You may unsubscribe from this service at any time as detailed in our Privacy & Cookie Policy.

22. Price and Payment

The Booking Price will be based on your Booking Reservation and confirmed in your Booking Confirmation.

Where your Booking Reservation is before the Balance Due Date, you must pay a minimum Booking Deposit as notified to you upon submitting the Booking Reservation. The remaining balance of the Booking Price must be paid by the Balance Due Date.

Where your Booking Reservation is made after the Balance Due Date, you must pay the full balance of the Booking Price at the time of making a Booking Reservation.

No entry to the Property will be permitted where payment of the full Booking Price has not been made.

23. OUR LIABILITY TO YOU

No party can exclude or limit in any way their liability where it is illegal to do so, and this contract does not seek to exclude or limit liability which cannot be excluded or limited by law.

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if it had been brought to our attention by you before the loss or damage occurred. For the avoidance of doubt, we are not responsible for any transport and/or alternative accommodation costs.

We make the Property available for domestic and private use only. You agree not to use the Property for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings, pets or vehicles, howsoever caused.

24. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

We may have to cancel a Booking before the Arrival Date of your Booking due to an Event Outside of the Parties Control. We will promptly contact you if this happens.

If we have to cancel a Booking under clause 0 and you have made any payment in advance for your Booking that have not been provided to you, we will refund these amounts to you in full.

We may cancel your Booking at any time with immediate effect by giving you written notice if you do not pay us when you are supposed to.

25. OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these Terms to another individual or legal entity, but this will not affect your rights or our obligations under these Terms.

Except for you and us, no other person shall have any rights to enforce any of these Terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If you fail to perform your obligations under these Terms and we do not enforce our rights against you, this does not mean we have waived our rights against you. If we choose to waive any of our rights under these Terms you will be informed in writing.

These Terms are governed by the law of England and Wales. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

26. PETS

Only Permitted Pets or registered assistance animals are permitted to stay in the Property.

Where pets that are not permitted but have been brought with you for the Booking, we reserve the right to request immediate departure.

We reserve the right to refuse admission or request immediate departure from the Property to anyone who their Permitted Pet is considered to be, in our sole discretion, a nuisance or danger to others. No refund will be due.

You will be liable for any damage caused by animals or parasites introduced by your Permitted Pets.

We are not liable for any allergies that are affected as a result of pets present in a previous occupancy.

Additional Terms and Condition for guests bringing their dog.

One dog is welcome in Grove Farm Cottage and up to 2 dogs in Bray Cottage on the understanding that the animal/s is not left on its own in the cottage at any time, other than for short periods when guests are using the playground, play shed or pool (in these instances please ensure that your pet is secured in a doggy crate). Dogs are not allowed on the furniture or to be taken into the bedrooms. Please ensure that they are not taken into the Play Areas other than when you walk through into the fields (please keep on a lead) and that owners act responsibly and clean up where necessary on walks and in the cottage garden. There is a charge of £25.00 per short break/week per dog.

STRICTLY NO DOGS ALLOWED IN ANY OF THE OTHER COTTAGES.

A: On arrival your dog must be kept on the lead while you get your bearings and get to know the cottage and the site and where the walks are. There is an area close to the cottage where you can let them off to stretch their legs.

B: There will be other guests, farm animals and dog walkers nearby, this means keeping them on the lead when you first set out for your walk. They must not chase any livestock or wildlife.

C: Dogs are not allowed in the bedrooms or on the furniture. We can provide stair gates in the cottages which will help control where the dog can wander when inside. We will levy an extra cleaning charge if they have been on the beds or on the chairs, settees etc

D: If you are part of a group booking, and your party has taken two or more cottages the dog must remain in the cottage that the dog was booked into.

E: Your dog must not be left alone with free run of the property. We will provide a crate for you when you use the pool, play ground or play shed . We provide a guide of dog friendly pubs and restaurants and places to visit so that your dog can be with you as much as possible.

F: We regret that dogs that bark continuously are not allowed at Grove Farm Cottage or Bray Cottage. They will disturb the other guests and neighbours.

G: When you bring a muddy dog back from a walk, please clean them off using the outside tap and the coloured canine towels provided. On no account use the white towels provided for human use.

H: Poop patrol! When you take your dogs for a walk, please pick up after your dog including in our fields, as these are open to all guests. Please dispose of poop bags in the outside black bin

I: Grove Farm Cottage and Bray Cottage gardens are fully enclosed so you can relax outside with your dog, however the gates must be kept shut at all times.

J: If you have a puppy please take extra care. They will chew the furniture or soft furnishings here in our cottages. Maintaining our quality grading is key to our business and we can't always repair things, it has to be replaced, at your expense. We do provide dog crates whenever dogs are booked in.

K: You must obey the Countryside Code and keep your dog under close control at all times for their safety as well as for the benefit of other dog owners and livestock.

L: Please thoroughly clean the cottage, including dog hair from rugs etc, before you leave; if properties require additional cleaning we will have to charge a £50.00 fee to cover the cost.

M: There are lots of dog walks in the surrounding lanes, woods and fields. Please do be aware there may be animals in our fields and keep the dog on a lead when walking through the playground and through the hen and sheep fields. Please also make sure you close any gates behind you. We will provide you with a guide to a variety of walks in our fields and local woods where there will be no livestock.

27. EVENT OUTSIDE OF THE PARTIES CONTROL

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

An Event Outside our Control includes, but is not limited to: strike, civil unrest, civil emergencies, government prohibition or restriction on all or part of the economy or trade including local lockdowns, pandemic, epidemic, environmental disaster, domestic appliance failure, temporary invasion of pests or utilities failure or interruption. An Event Outside our Control also includes extreme weather (including but not limited to snow and ice, high winds and flooding).

In the event of a pandemic, epidemic or restriction of the movement of peoples as dictated by the government or public authority, we reserve the right to issue specific terms at such a time via the Website and will communicate this to you via the contact details provided us.

Should an Event Outside our Control occur which means the Property cannot be provided to you, we will let you know as soon as possible so a refund can be arranged for you.

28. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us in accordance with our Privacy Policy
CHANGES TO BOOKING OR TERMS

We may revise these Terms from time to time.

If we have to revise these Terms under clause, we will give you at least fourteen (14) days written notice of any changes to these Terms before they take effect, or as much notice as possible where your Arrival Date is less than fourteen (14) days before the date of the change.

If you wish to change the dates of your Booking or amend your Booking in any way, please contact us via our Contact Details. We cannot guarantee that your requests will be accommodated and reserve the right to charge for any differences in price.

Contact

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