

## 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.

**3.** All cottage holiday lettings (other than by prior written arrangement) will begin at 4.00pm and the Apartment/ Yurts and Shepherds Hut at 3.00pm) on the day of arrival and end at 10.00am (10.30am for the Apartment, Yurts and Shepherds Hut) 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 10 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. The sum reserved shall not be the limit of the liability to the Guest, for example should the damage be more than the security bond, the excess amount must be paid for by the Guest who made the booking with a notice of 14 days to pay. All guests are equally and severally liable for any damages.

**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.

**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. We strongly advise that guests take out a travel insurance policy which covers booking cancellations

## **9. CANCELLATION**

### **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

Bookings placed between 1st August 2020 and 08 January 2021 are covered by Master Cancel, and are subject to different T&Cs (see below).

**Bookings placed from 09 January 2021** will be treated based of the reason for the cancellation, the length of time between cancellation and your holiday, and our ability to re-let the property, as follows:

**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.

**Your inability (or the inability of any, some or all of your intended occupants) or disinclination to travel to and stay at your hired Cottage 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. You are strongly recommended to take out UK travel insurance to cover these eventualities. If you choose not to take out UK travel insurance then you accept responsibility for any loss that you may incur due to your cancellation.

### **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. **There are several suitable options which include cover for COVID-related cancellation (see below), or you can look for suitable cover on comparison sites such as [www.gocompare.com](http://www.gocompare.com).** We are not selling, promoting, endorsing or recommending any particular product, and do not benefit financially or have any formal relationship with any of these providers.

[www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx](http://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx)

[www.allianz-assistance.co.uk/travel-insurance/Covid-19-travel-insurance.html](http://www.allianz-assistance.co.uk/travel-insurance/Covid-19-travel-insurance.html)

[www.trailfinders.com/insurance#/step1](http://www.trailfinders.com/insurance#/step1)

### **Refunds**

All refunds (other than the Covid related reasons given above) 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 admin 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.

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.

**Bookings placed between 1 August 2020 and 08 January 2021** have Cancellation Protection cover under our Master Cancel Policy if you cancel up to 2 days prior to arrival.

If you cancel up to and including 2 days before check-in date, you will receive a full refund of the lodging costs you have paid. Refund payment for cancelled booking will be released back to the cancelling guest at the latest within 2 weeks of cancellation. Cancellations made 1 day prior to, or on the day of check-in will not be eligible for refund. Example: for a check-in on Saturday you could cancel the prior Thursday before 16.00 and be reimbursed in full, but not on Friday (1 day prior) or Saturday (day of check-in). For this reason we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations. This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

### **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

**10.** The deposit is payable when the booking is made and the balance will become payable at least eight weeks prior to the date of commencement of the letting. Monies paid under the terms of this clause are not refunded by the Owner and will be forfeited if the Guest cannot take up the booking made for any reason whatsoever. However, the Owner recognises that in some cases of cancellation notwithstanding that there is no legal obligation to do so, the Owner will use its best endeavours to re-let the accommodation for the period of the booking and if successful the Owner will refund the monies paid to the Guest less £50.00 in respect of the additional expense in connection with the re-letting and less any difference between the original price and the re-let price. No refund will be given if the Guest cannot for whatever reason arrive at the property as booked. You are strongly advised to take out holiday cancellation insurance to cover all eventualities, including the weather.

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

**12.** 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.

**13.** 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.

**14.** The owner has a strict '**no pets**' policy in all the properties (other than [Grove Farm Cottage](#)- see [conditions for pets in this property](#)) and on the farm. This applies to guests and any day visitors.

**15. 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](#).