
Holiday Lets

Terms and conditions

Status: Approved

Version number: 1.1

Effective from: 16 January 23

Next review: 16 January 24

Issuing authority: Dyson Farming Limited

Reviewed by: James Dawson, Head of Property

Approved by: Steve Barker, Commercial Director

Dyson Farming Limited
Public

Document control

Revision history

| Version | Date | Author | Summary of changes |
|---------|----------|--------------|-----------------------|
| 1.0 | 11/05/22 | James Dawson | New document |
| 1.1 | 16/01/23 | James Dawson | Reformat and revision |

Contents

| | |
|---|----------|
| Document control | 2 |
| Revision history | 2 |
| Contents | 3 |
| Overview | 5 |
| 1.0 To book your break | 6 |
| 1.1 Booking more than 10 weeks ahead | 6 |
| 1.2 Booking less than 10 weeks ahead..... | 6 |
| 1.3 Payment confirmation | 6 |
| 1.4 Our agreement..... | 6 |
| 2.0 Inclusions | 7 |
| 2.1 The price includes: | 7 |
| 2.2 Tax and price promise | 7 |
| 3.0 Before you book | 8 |
| 3.1 Special requirements and disabilities | 8 |
| 4.0 Before you arrive | 8 |
| 4.1 Health | 8 |
| 5.0 Arrival | 9 |
| 6.0 During your stay | 9 |
| 6.1 Our aim..... | 9 |
| 6.2 Behaviour and compliance with this agreement..... | 9 |
| 6.3 Children’s supervision and parental responsibility..... | 9 |
| 6.4 Security..... | 10 |
| 6.5 Safety | 10 |
| 6.6 Environment | 10 |
| 6.7 Accommodation | 10 |
| 6.8 Hot tubs | 10 |
| 6.9 Internet | 10 |
| 6.10 Smoking policy | 11 |
| 6.11 Natural inhabitants..... | 11 |
| 6.12 Dogs and other pets | 11 |
| 6.13 Dangerous items..... | 11 |
| 6.14 Compensation payable by you..... | 11 |

| | |
|--|-----------|
| 7.0 Departure | 12 |
| 8.0 Changing or cancelling your booking | 12 |
| 8.1 Changing your booking | 12 |
| 8.2 Prevented from taking your break | 12 |
| 8.3 Cancellation by you..... | 13 |
| 8.4 Cancellation or changes by us | 13 |
| 8.5 Events beyond our control | 13 |
| 8.6 Refunds..... | 14 |
| 9.0 Important information | 14 |
| 10.0 Can we help? | 15 |

Overview

This document provides:

- Information you will need to know before you book
 - A step-by-step guide to booking your break
 - Payment arrangements
 - Information about arriving, staying and departing from our properties
 - Information we will need to know about you and your party – including any special needs
 - Change and cancellation arrangements
 - Contact details
-

1.0 To book your break

Please read this agreement thoroughly before visiting leisure.dysonfarming.com or contact the Reservations Team on 01526 322058 or leisure@dysonfarming.com. Note that you must be over 21 to make a booking.

1.1 Booking more than 10 weeks ahead

A deposit payment of 20% of the total cost of your break is required to secure your booking. The balance must be paid 4 weeks before the start of your break. Any outstanding balance will be notified to you by the email that you booked with along with a Stripe payment request to settle the outstanding balance.

Your deposit is a non-refundable booking fee covering the administrative costs we incur in processing your reservation.

Alternatively, you may pay the full cost of your break at the same time as paying the deposit.

Please note the pricing information contained in Section 2 and the change and cancellation arrangements in Section 8.

1.2 Booking less than 10 weeks ahead

Full payment by credit or debit card is required at the time of making your reservation. This may be made online at leisure.dysonfarming.com

1.3 Payment confirmation

Please check the details on the confirmation carefully. If any of the details are incorrect, or change, especially your address, you must inform our Reservations Team as soon as possible. You must also ensure that you pay any amount required in accordance with the confirmation payment schedule. If you do not, we will have the right to cancel your reservation and keep or claim your deposit (as it is a non-refundable booking fee). Credit and debit cards will normally be authorised and charged to your account within one working day.

1.4 Our agreement

- 1.4.1 A contract (our agreement) is formed when we receive the required payment and you have received the confirmation. If you do not receive a confirmation within 24 hours, please contact us immediately.
- 1.4.2 Required payment means either the required deposit or the full amount due for your break.
- 1.4.3 Our agreement incorporates information provided on our website, the confirmation and this agreement (which we sent to you following your telephone reservation or which you accepted online at the time of booking).

- 1.4.4 Our agreement with you binds you, (the person named on the confirmation), and all members of your party, including children and any day visitors. You must ensure that all members of your party are aware of and accept all of this agreement. Our agreement continues until the last member of your party has left the accommodation, including any extension to your stay and for such time afterwards as may be necessary.
- 1.4.5 We will send you, an email confirmation showing the price for your break and any additional charges. It will also detail payments received and due.

2.0 Inclusions

Our prices will fluctuate based on demand. Therefore, prices are subject to change and may go up or down. The agreed price for your break will be quoted when you make a reservation and will be shown on the confirmation.

2.1 The price includes:

- Use of your accommodation for the maximum number of guests we indicate
- A cot and highchair if required
- any other amenities or services described as included in the price of your break in the information provided to you

The price does not include travel insurance which must be purchased separately and is highly recommended.

2.2 Tax and price promise

- 2.2.1 All relevant prices include VAT at the appropriate rate.
- 2.2.2 Our prices will fluctuate based on demand. Therefore, prices are subject to change. The agreed price for your break will be quoted when you make a reservation and will be shown on the confirmation.
- 2.2.3 We have the right to increase or decrease prices in line with any change in VAT or any other dues or fees levied on your break. We will not make any such increase to the basic cost of your break.

3.0 Before you book

3.1 Special requirements and disabilities

We welcome guests with restricted mobility, a disability, medical or particular care requirements. We aim to ensure that our services are as accessible as reasonably possible, so it is important that we are fully apprised of any needs, requirements and conditions prior to any booking being concluded.

Please call the Reservations Team on [01526 322058](tel:01526322058) who will be happy to discuss availability, suitability, and any potential reasonable adjustments we can make, including any requirement for a guest to be accompanied by someone who is able to provide for any particular needs they may have over and above any reasonable adjustments we are able to make. A risk assessment might be required prior to confirming a booking.

We rely on the information you provide to help us anticipate and satisfy your needs. We therefore require you to update us with any change in circumstances prior to and during your stay.

4.0 Before you arrive

4.1 Health

You should inform us immediately in writing if, within 4 weeks prior to your arrival date or during your break, any member of your party has, or develops, an infectious or contagious medical condition or test positive on a lateral flow or PCR test. If so, we have the right to:

- Refuse to accept your booking
- Cancel your break
- Ask any member of your party to leave the accommodation immediately, should we, at our discretion consider it necessary to protect the health of other guests, staff or the general public.

5.0 Arrival

You may arrive from 4pm on your arrival date. Instructions of how to access your property shall be sent you by email at least 24 hours before your arrival date.

Please note, caravans, campers and/or mobile homes are not permitted at our properties.

6.0 During your stay

6.1 Our aim

Our aim is to provide a relaxed break suitable for families in a natural environment. To ensure the maximum enjoyment of your break and that of any other guests you must comply with all of the requirements in this agreement. We draw your particular attention to the paragraphs below and to the safety and other information you will receive on or before arrival. You must also note and comply with all verbal or written guidance, especially safety guidance supplied to you by us. You must comply with all notices.

6.2 Behaviour and compliance with this agreement

You are responsible for the behaviour of all members of your party. Behaviour should be in keeping with the family environment and should not be aggressive, excessive, noisy, or disruptive, especially at night. Offensive or illegal behaviour will not be tolerated. We may ask you and/or any member of your party to leave immediately if your conduct results in police attendance or is considered by us to be inappropriate; likely to cause harm; or impair the enjoyment, comfort, or safety of anyone; or is likely, in our belief, to breach any of this agreement. No refunds or compensation will be given in these circumstances, and we reserve the right not to accept any future bookings from you or any member of your party.

6.3 Children's supervision and parental responsibility

- There must be at least one capable and responsible adult over the age of 21 in every accommodation unit.
- You are responsible for the supervision of all members of your party under the age of 21.
- Parties who are not supervising their children responsibly may be asked to put appropriate arrangements in place or to leave the relevant facility.

6.4 Security

We draw your special attention to the following:

- Your personal belongings are your responsibility during your break with us. You must lock your vehicle securely and remove all valuable items on parking.
- Appropriate insurance is strongly recommended.
- We accept no liability for any accident, loss or damage to your property unless such loss, damage or accident is demonstrably due to our negligence.

6.5 Safety

You are required to follow any safety advice provided to you.

6.6 Environment

Please keep to prepared public roads and other public rights of way at all times, avoiding any private paths or tracks and treat all property carefully and appropriately. Many of our properties are upon working farms with large machinery utilising the tracks around the properties, please be mindful of this.

6.7 Accommodation

- 6.7.1 You must use your accommodation and its contents with care and leave it in a clean and tidy condition on departure. We reserve the right to charge you for any extra cleaning, missing items or damage.
- 6.7.2 We reserve the right to enter your accommodation at any time for any reasonable purpose, for example, to make checks or carry out maintenance work. Your occupation is not exclusive.
- 6.7.3 The maximum number of guests in each accommodation type (as stated on our website) must not be exceeded. If it is, we may request those additional persons leave the accommodation.

6.8 Hot tubs

Some of our properties have a hot tub. Use of any hot tub shall be at your own risk, and we request you follow instructions and signage provided.

6.9 Internet

- 6.9.1 Wireless internet access, where available, is not guaranteed and is provided subject to third party terms and conditions which are available when accessing the system. The facility is not subject to any particular security, and only has limited filtering measures and requires continuous parental supervision when used by children.
- 6.9.2 We reserve the right to disclose your name and address to our internet service provider if we discover that you or a member of your party illegally downloaded content from the internet or otherwise engaged in unlawful activity whilst using this facility.

6.10 Smoking policy

Smoking (including e-cigarettes and vaping) is not permitted in any accommodation.

6.11 Natural inhabitants

Please note and remember that our properties are in a countryside setting that is the natural habitat of a variety of native creatures such as snakes, insects, spiders, rodents and ticks.

6.12 Dogs and other pets

6.12.1 Dogs (except assistance dogs) are only permitted in any property as expressly stated within the property description on our website. Please be mindful that most of our properties are upon working farms and we would politely request that dogs be kept on a lead at all times when outside your accommodation. We do not accept any dogs listed under the Dangerous Dogs Act.

6.12.2 If we, in our sole and reasonable discretion, consider your dog to be dangerous or to be causing a nuisance, harm or threat to anyone or to livestock, or to be likely to do so, we may ask you to remove it from the property (without refund or compensation) or have it removed to kennels at your expense.

6.12.3 No other pets are permitted.

6.13 Dangerous items

No knife, firearm, air weapon, archery equipment, fireworks (including sparklers), illegal substances or similar item may be brought into any property under any circumstances by you or anyone in your party.

6.14 Compensation payable by you

By booking you agree that we have the right either during or after your stay to recover from you, whether via the credit or debit card used to pay for the break or otherwise, the costs of:

- Any property or accommodation damage
- Any other costs, fees or levies which we may incur, resulting from your or any member of your party action or inaction and from any breach of this agreement.

7.0 Departure

You must vacate your accommodation by 9am at the latest on your day of departure. If you do not check out by 9am then we reserve the right to charge you a late check out fee of £75.

Please return your key to the lock box as you leave.

We also request you strip down the beds to remove all sheets and leave on the floor of the bedroom.

8.0 Changing or cancelling your booking

8.1 Changing your booking

- 8.1.1 You may change your booking with us for any reason provided the change is made 10 weeks or more before your arrival date. Each change is subject to availability and an amendment charge to cover our administration costs.
- 8.1.2 You may only change your arrival date once and you must select your new arrival date within 8 weeks of requesting the change, otherwise the change will be treated as a cancellation and a fee will apply (see paragraph 8.3).
- 8.1.3 Please note that any change of date or accommodation will be likely to involve a change in price of your break and an amendment charge being payable. The price payable is the greater of i) your original break cost; or ii) the price for your revised break change which applies at the time of your change. No difference will be refunded except where a change of date results in a lower price.

8.2 Prevented from taking your break

If you are prevented from taking your break, please contact our Reservations Team at the earliest opportunity. We will do our best to assist. You may not, under any circumstances, transfer your booking to anyone without our consent.

8.3 Cancellation by you

You may cancel your break at any time. However, a fee will be charged as follows:

| Number of weeks before arrival date that notification is received | Cancellation charge as % of total break cost |
|--|---|
| More than 10 | Full deposit due |
| More than 8 but not more than 10 | 50% |
| More than 4 but not more than 8 | 75% |
| 4 weeks or less | 100% |

To cancel your break, please call our Reservations Team on 01526322058.

8.4 Cancellation or changes by us

- 8.4.1 We have the right, at our sole discretion, to refuse to confirm any reservation or cancel or amend any booking you may have made or refuse to allow you to enter any of our properties or to ask you to leave our premises. If we do so (subject to the provisions of the paragraph below) we will refund any payment made but will not pay any compensation. We have the right to cancel your booking, or to instruct you or your party to leave the property immediately, without compensation or refund, should you or any of your party not comply with this agreement, particularly terms relating to behaviour and conduct.
- 8.4.2 Should we cancel your booking pursuant to clause 4.1, within 10 days or less of your arrival date, we shall be entitled to retain the full cost of your break unless we are able to rebook the accommodation in which event, a full refund will be given.

8.5 Events beyond our control

- 8.5.1 We cannot take responsibility or pay compensation if we cancel or change your booking in any way because of events beyond our control. Neither can we accept any liability for any injury, loss or damage you suffer because of events beyond our control. Events beyond our control include, but are not limited to: fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, epidemics and pandemics, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and unavoidable technical problems with transport.
- 8.5.2 If you cannot travel to your chosen accommodation due to adverse weather, we will do our best to move your booking to an alternative date and/or a different accommodation, but refunds will not be provided. If your new break is more expensive, you will be required to pay any additional cost.

8.5.3 In exceptional circumstances, we may need to cancel your booking. If this happens, we will advise you as soon as possible and offer one of the below options:

- A replacement break to the same value as the one you booked. If your new break is more expensive, you will be required to pay any additional cost. If your new break is less expensive, we will refund the difference.
- A full refund. If we issue you with a refund, we will return your money in the same way you made your original payment.

8.5.4 In all cases, except personal injury or death, our liability to you for the total of all claims arising out of your break with us is limited to the cost of your booking less any insurance, cancellation, amendment, or separate charges.

8.6 Refunds

Credit or debit card payments will be refunded via the same card number, less any non-refundable deposit and any other non-refundable amounts. Cheque refunds will be made to the person named on the confirmation.

9.0 Important information

Your contract is with Dyson Farming Limited (company registration number 06970038) whose registered office is at The Estate Office, Cyclone Way, Nocton, Lincoln, LN4 2GR.

All personal information we collect and hold about you and members of your party will be used in accordance with our privacy policy, available on our website.

Whilst we do our best to ensure that our website is accurate, all images on our website and in other promotional material, are for illustrative purposes only.

This agreement and any dispute between us will be governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the Courts of England and Wales over any matter arising out of our agreement or your visit. You may choose to submit to the law and jurisdiction of Scotland or Northern Ireland if you are resident there. We must both act reasonably in selecting or agreeing any jurisdiction including any forum for dispute resolution.

Your stay will not give rise to any tenancy agreement between us.

Should any part of our agreement be deemed by law to be void, the remainder of this agreement will, if capable, continue in full force and effect. The headings in this agreement are included for convenience only and shall not affect its interpretation or construction.

10.0 Can we help?

Any assistance you require, or concerns should be brought to our attention immediately to our Reservations Team. We aim to give prompt assistance to you if you are in difficulty and aim to respond promptly to any concerns you raise so that you can continue to enjoy your break.

Please note that we are not responsible for any matter of which you were aware and which you did not bring to our attention during your break.

Any reported matter which has not been resolved during your break should be advised in writing to the Reservations Team, leisure@dysonfarming.com or The Estate Office, Cyclone Way, Nocton, Lincoln, LN4 2GR within 28 days of the end of your break. In such cases, we will only correspond with the person named on the booking.

We will not enter into further correspondence on any matter resolved during your break and accepted as such by you.