

TERMS & CONDITIONS

1. THE CONTRACT for a short-term holiday rental will be between the Wyke Farm Owners (referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your") in the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have processed the deposit and confirmed to you via email just so. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and the booking form must list names, addresses and ages of your party.
2. COTTAGE PAYMENT: Bookings are confirmed on receipt of the deposit of 30% or £200 (whichever is greater) per week of the holiday cost. The deposit must be paid within 5 days of booking being placed. The balance of the rental will be due for payment three calendar months prior to the stay commencement date and we reserve the right to cancel a stay where this payment has not been received. If the booking is made within 3 calendar months of the stay start date, the full rental will be required. If the booking is made within 14 days of the arrival date, full payment must be received within 24 hours of placing the booking. No entry to properties will be allowed without payment, in full, being cleared beforehand. Once you have a confirmed booking, (for clarity when you have paid the deposit), you are responsible for the full rental cost even if you subsequently cancel. We only accept UK bank transfers and card payments for deposits and final payments. Your card details will be stored automatically and if selected, the final balance will be automatically deducted when due.
3. DAMAGE WAIVER: Bookings of Old Tom's Place will attract a damage deposit of £1,000. Should there be a need to charge for damages incurred during your stay, we will endeavour to advise you within 48 hours of your departure. It may take some time to establish the exact cost of repair or replacement, but will endeavour to return any returnable waiver to you within one week of departure. Should this not be possible, we will notify you via e mail and telephone.
4. CANCELLATION: Cancellations must be immediately notified to us by phone and confirmed in writing or email. If we are able to re-let your booking we will refund you the final letting price (which may be less than you paid) less an administration fee (£50). If we are unable to re-let there will be no refund under any circumstances and you will still be responsible for the full rental cost.
5. CANCELLATION INSURANCE: Cancellation Insurance is not compulsory but we strongly recommend such insurance to protect against the cancellation penalty.
6. CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE): If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property ("force majeure") you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. No additional compensation, expenses or costs will be payable.
7. PERIOD OF HIRE: You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure. Failure to do so will result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.
8. NUMBER OF PERSONS USING THE PROPERTY: Under no circumstances may more than the maximum number of persons stated on the Wyke Farm web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Wyke Farm with express permission beforehand. We reserve the right to levy a fee for any approved additional guests using the facilities.
9. LIABILITY: Wyke Farm, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property. Wyke Farm is a semi-working farm. All guests are invited to roam our fields and enjoy the open space and views. Please note that there may be electric fencing, livestock and agricultural machinery on site. Whilst the owners will endeavour to advise accordingly; guests are reminded of the need to safeguard their safety and that of their children at all times.
10. CARE OF THE PROPERTY: You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the properties.
11. DAMAGES & BREAKAGES: You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. If you lose a key we will replace it upon you paying for the cutting of a new one. Nothing should be put down the drains or toilets which may compromise our sewage treatment plant (for example but not exclusively, nappies, tampons, wet wipes). Remedial costs to be paid for in full by guests if shown to be as result of prohibited objects.

12. WIFI: Wi-Fi is provided for the guest's reasonable use. It is rural broadband and has limitations. The guest agrees to reasonable and lawful usage of this service.
13. RIGHT OF ENTRY: We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.
14. COMPLAINTS: Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.
15. DATA PRIVACY STATEMENT: We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. By accepting these terms and conditions you are indicating your consent to receiving communications unless you let us know otherwise. If at any time you would like your details removed from this list all you need do contact us at bookings@wykefarmdevon.co.uk and we will arrange for you to be removed from the database. We are committed to ensuring the best standards of practice in all our activities. Visitors to our web site can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held and used in strict compliance with the Data Protection Act 1998. The information collected can be used to contact you with further details of our current activities or to send details of future initiatives or events. You can inform us at any time if you no longer require such information to be sent. If you provide your email address to us, you agree that we may send information to you by email in relation to our Services and in relation to any new services, initiatives or events. You will have the opportunity to unsubscribe from any such emails at any time. We will share your details with our booking system, SuperControl for the purpose of them delivering their service to us. For example they provide a verified reviews service called UpFrontReviews and we may ask them to send you an email invitation to submit a review about your stay. We will NEVER sell your details to any third party. You consent to us providing your details to SuperControl in this way. You will have the opportunity to unsubscribe from any such emails at any time.
16. We do not allow any third parties other than those arranged and approved by us to attend the property.
17. PETS: From 2018, we will allow dogs (only). For bookings in the Millhouse, one dog maximum is permissible. For bookings of Old Tom's Place, a maximum of two dogs can stay, once the fee of £50 per dog per stay has been paid for in full. The following rules must be adhered to, in order for us to be able to keep our property in excellent order and in order for all our guests to enjoy, be they dog lovers or not.
18. ADDITIONAL TERMS AND CONDITIONS FOR GUESTS BRINGING DOGS:

- On arrival please keep your dog(s) in your vehicle until you have unpacked and settled in. We will let you know on arrival where the free run facilities are to allow your dog a "comfort break"!

- We have four guinea pigs, several free range chickens/ducks/goose, plus a flock of sheep. If your dog(s) have any problems with our animals, you must notify us prior to booking and we may ask you not to bring them.

- You must keep your dog(s) on a lead outside at all times, other than in the designated free-run field (which may not be fenced). Our garden is not and cannot be completely fenced and therefore we cannot ensure that your dog cannot access livestock in adjacent fields if off a lead.

- Dogs are not allowed in the bedrooms, upstairs or on any carpeted areas, and we ask that they do not go on the soft furnishings, sofas etc. This generally restricts the dogs to the lower floor of the Haybarn, the caterer's kitchen, kitchen/dining and main lounge of the house, but with careful closure of doors, this is achievable. We will have to levy an extra cleaning charge if it is clear that these rules have not been followed.

- You must let us know in advance if you're intending on bringing your dog(s). All dogs must be booked in by prior agreement. Any dogs that have not been booked in may not be allowed to stay and you will need to book them into a local kennel.

- Your dog(s) must not be left alone at any time in the property.

- We ask that you bring everything you need to make your dog comfortable. We ask that dogs be crated at night, crate to be provided by yourselves.

- When you bring a muddy dog back from a walk, please clean them off using the outside tap attached to the Haybarn decking. Please use your own dog towels and under no circumstances use the property's bathroom or hot tub towels.

- When you take your dogs for a walk, please pick up after your dog(s) including in our fields, as these are open to all guests and dog faeces do present a health risk to sheep/cattle. Please dispose of poo bags in the outside poo-bin, whatever the weather.

- No dogs in the hot tub!

- Please give the cottage a basic clean, and remove as much of the dog hair as possible; if properties require serious additional cleaning we will have to charge a fee to cover the cost.

19. ADDITIONAL CONSIDERATIONS:

Upon arrival, we will show you into the property and demonstrate all its key features/points of note. At this point, guests will be keen to settle in and after a long journey, we do not expect you to absorb all the information you would ever need to know regarding the functioning of our property. Hence, we provide a full information pack which outlines everything we believe you are likely to need to know. Coupled with an average dose of common sense, you should be able to get straight on with full enjoyment of your stay with us. We will apply key safety notes where necessary (trampoline, hottub) and ask that you let us know if you have any questions. We live on site and can always be contacted by mobile if out for any length of time. Secondary arrangements will always be put in place on the rare occasion that we away.

Please take great care with your children, both in the property and in the garden. There are windy staircases with no safety rails in the house and steep banks to fall down, so please do keep a close eye on toddlers! We cannot be held responsible for any accidents thereon.