

The Wensleydale Experience Ltd.

The Estate Office, Swinithwaite, Leyburn, North Yorkshire, DL8 4UH
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Thank you for choosing The Wensleydale Experience Ltd. ('T.W.E.L. – we – us – our'). By confirming a reservation with T.W.E.L. we would remind you ('guest(s) – you – your') that you are hereby acknowledging that you have read and fully accept the terms and conditions as detailed below.

Section 1 – BOOKINGS

1. Booking can only be confirmed upon our receipt of the full booking cost and your receipt of written confirmation from T.W.E.L.
2. Payments can only be made using our online booking system.
3. Due to data protection rules, bookings cannot be taken over the phone.
4. The farm tour or farm experience allocated to you on confirmation of your booking is provisional and T.W.E.L. reserves the right to alter this to an alternative suitable experience on site if necessary.
5. It should be noted that T.W.E.L. cannot hold provisional reservations.
6. If you are unable to travel on your confirmed booked dates due to COVID19-related reasons, we will do our utmost to move your booking to a future date of your choosing or provide a gift voucher for the full amount from T.W.E.L. No additional fees or charges will be applied to changes in dates that are related to COVID19. Cancellation due to COVID19 does not guarantee a full refund.
7. All bookings for children under 17 years of age must be accompanied by a paying adult.
8. All bookings must include a minimum of two guests (of any age), unless by prior written agreement with T.W.E.L.

Section 2 – CANCELLATION BY YOU

1. T.W.E.L. understand that circumstances change and emergencies occur; if you have to cancel your activity, please inform us immediately.
2. Bookings cancelled more than 48 hours before the activity date will be subject to a 50% refund.
3. Bookings cancelled within 48 hours of the activity date are completely non-refundable.
4. Should the full balance not be settled by the due date, the booking will be construed as a cancellation by you and the deposit forfeited.
5. T.W.E.L. strongly recommends that guests take out insurance to cover the activities undertaken on their visit.
6. During the COVID19 pandemic, guests must not travel to T.W.E.L. if they have had a positive COVID19 test within 14 days of their arrival date. See Section 1.6 for further information.

Section 3 – CANCELLATION BY US

1. T.W.E.L. reserve the right to cancel or make changes to a booking at short notice if, due to unforeseeable circumstances, we are unable to provide your activity.
2. T.W.E.L. reserve the right to cancel the bookings of any guests who have previously visited the site and have displayed unacceptable, malicious, unsanitary or unsafe on-site behaviour.
3. If T.W.E.L. cancel your booking, your full payment will be returned.
4. T.W.E.L. will not pay you compensation.
5. T.W.E.L. cannot accept any liability or responsibility for any loss, including amongst others consequential loss, caused by a cancellation.
6. You accept that you have no further claim against T.W.E.L.

Section 4 – CHANGES BY YOU

1. T.W.E.L. understand that circumstances change and emergencies occur; if you have to change your activity dates, please inform us immediately.
2. T.W.E.L. will do our utmost to move your booking to a future date of your choosing or provide a gift voucher for the full amount from T.W.E.L. to be used within 12 months of the date of issue.
3. Should alterations to your confirmed booking be required (such as dates or start times), these may be subject to a £20 administrative surcharge.

Section 5 – ON THE DAY

1. Guests may arrive from 8.00 A.M. (for standard 8.30 A.M. morning activities) or 2.00 P.M. (for standard 2.30 P.M. afternoon activities) on the date of the activity.
2. In certain circumstances, alterations to activity times can be agreed by prior arrangement.
3. Guests have the right to be present on the private areas of the farm only for the period of time relating to the activity for which they have paid, and with appropriate supervision.

Section 6 – PRICING

1. The prices featured on the website are not binding and T.W.E.L. reserves the right to modify these prices at any time.
2. The price agreed and then stated on the confirmation e-mail is binding.

Section 7 – DAMAGE AND NUISANCE

1. You are responsible and liable for any breakages or damage to the site and its contents that you cause either by negligence or wilful act and all such damage should be reported as soon as possible.

Section 8 – ASSUMPTION OF RISK

1. You will be staying on a working farm with live animals, areas of open water, dry stone walls, and uneven and slippery surfaces amongst the hazards.
2. Guests are coming to a working farm, and additional relevant hazards include but are not limited to: animals biting, kicking, scratching, butting, licking; and moving farm machinery and equipment.
3. The farm tours and farm experiences both typically include physical activities. T.W.E.L. will do their utmost to cater for guests with any physical or learning restrictions; however, these restrictions must be fully disclosed at least 48 hours ahead of the activity booking so appropriate alternatives can be safely planned.
4. It is your responsibility to ensure your own safety at all times.
5. It is your responsibility to ensure the safety of your children at all times.
6. It is your responsibility to ensure that your children are supervised at all times, including ensuring that they are unable to leave the farm tour or farm experience without supervision.
7. You must be aware that some of the equipment within the farm tour or farm experience (such as muck forks) may be dangerous if misused.
8. T.W.E.L. accept no liability for accident, loss of property or personal injury incurred on site.
9. The client will take responsibility, and will indemnify T.W.E.L. against any injuries or damage whilst they are using the facilities.

Section 9 – GUEST CONDUCT

1. Guests undertake to behave in an appropriate, legal and proper manner with due consideration and respect being afforded to other guests, the employees of T.W.E.L. and the farm.
2. If any guest behaves inappropriately, illegally and/or improperly (of which T.W.E.L. will be the final judge in respect of their property), T.W.E.L. reserves the right to require the guest and their party to leave the site with immediate effect with any refund being at the discretion of T.W.E.L.
3. You are responsible for informing us of any losses or damage to the farm as soon as possible. Please note that you will be liable to pay us for any losses or damage to the farm caused by you or a member of your party, reasonable wear and tear excepted.
4. In addition, we reserve the right to sue the guest for any loss, damage or injury caused to the farm / T.W.E.L. or to other guests and/or their property.

Section 10 – SMOKING POLICY

1. T.W.E.L. operates a strict NO SMOKING POLICY inside all our venues.
2. Any guest smoking on the site in the open is requested to dispose of their cigarette remnants in the bins provided and not to litter the surrounding areas.

Section 11 – PROHIBITED ITEMS

1. No firearms, bows or offensive weapons of any type are permitted on the site.

2. Unfortunately, no dogs are allowed to accompany the farm tours or farm experiences as they may disturb the animals, who we will be working with in close proximity.

Section 12 – FIRE RISK AND HEALTH AND SAFETY BRIEFING

1. On arrival, you will be given a safety briefing regarding the safe conduct on the farm. We ask that you listen carefully and agree with all requests according to instruction.
2. In certain circumstances, guests may be asked to sanitise their footwear before and after their attendance at the farm. All guests are required to fully comply with such requests.
3. Hand washing facilities will be available before and after the farm tour or farm experience. Guests are strongly advised to make use of these facilities after interacting with the animals.

Section 12 – COMPLAINT

1. In the event that you have any complaint about your farm tour or farm experience, please notify T.W.E.L. as soon as possible (and no later than 14 days after departure) by email to enquiry@wensleydale-experience.com and all reasonable endeavours will be used to resolve the issue.
2. We will aim to provide a formal response to any complaints within 30 working days.

Section 13 – FORCE MAJEURE

1. An event of force majeure in respect of T.W.E.L. exists if the implementation of the agreement is entirely or partially, temporarily or permanently prevented due to circumstances which are beyond our control including, but not limited to, fire, flood and inclement weather and other disruptions or events.

Section 14 – GOVERNING LAW AND JURISDICTION

1. These terms and conditions have been drafted in accordance with and are governed by English law and the courts of England and Wales have exclusive jurisdiction in relation to any and all disputes arising out of these terms and conditions.

Section 15 – CONFIRMATION

By confirming a booking with The Wensleydale Experience Limited, you are accepting that you have read and fully accept the terms and conditions detailed above. By confirming a reservation with T.W.E.L. you agree to the following. You:

1. are authorised to agree these terms and conditions on behalf of all persons in the party.
2. are aged 18 years or over.
3. agree to take responsibility for the party coming on the farm tour or farm experience.