

## Terms and Conditions

### **General**

- The contract is between the Owner of Capeway (the Property) and the holidaymakers (the Tenants) on the booking form. The person making the booking must be over 18 years old.
- The completed Booking Form must include the names of all those who will be staying in the property, with a maximum of 6 people. Your stay at the cottage must be for holiday purposes only and there is no right to remain in the property after the end of the holiday. Sub-letting of the property is not allowed.
- All bookings are subject to the following terms and conditions which apply to all members of your party (including day guests). Receipt of a completed booking form from the Tenant and payment of deposit or full cost will be considered as acceptance of these terms and conditions. The contract will be effective once written confirmation of the booking has been sent by the Owner. The Owner reserves the right to refuse any booking.
- If there is any breach of these conditions by any of the Tenants or their party the Owner or their representative reserves the right to re-enter the property and ask the Tenants to leave. If there is any breach of these conditions by the Owner, then the guests have the right to end their holiday and leave.
- The Owner of the Property cannot be held responsible for any accident, damage, loss, injury, expense or inconvenience suffered by the Tenants or their party, or to personal belongings, including any motor vehicle, while in any part of the property or garden. Nothing in these conditions excludes or limits the Owner's liability for death or personal injury caused by the Owner's negligence or for any matter which it would be illegal for the Owner to exclude or attempt to exclude their liability.
- In the event of any dispute between the Owner and the Tenant it shall be referred to the jurisdiction of the English Courts only and any action shall be heard in the Court for the area in which the property is situated. Any contract shall be governed by English Law and interpretation.

### **Booking and Payments**

- A provisional booking may be made by phone or email and will be confirmed in writing on receipt of a completed booking form and deposit of £100 per week. The provisional booking will expire if the form and deposit have not been received within 7 days. The deposit is not refundable.
- The balance must be paid no later than 6 weeks before the start of the holiday. A reminder will not be sent. If the final payment has not been received by this date, then the booking will be cancelled and the owner will re-advertise the property.
- Full payment must be sent with the booking form for bookings made less than 6 weeks before the start date.
- Payments may be made by cheque or bank transfer.
- Holiday bookings can be changed if this is requested more than 6 weeks before the start date, if the alternative dates are available and the Owner agrees to the change. A handling charge of £20 is payable.
- The changeover day is Saturday. The property will be available from 3pm on the arrival date and must be vacated by 10am on the day of departure. You will be sent travel directions and key holder information when the final payment has been made.

### **Cancellations**

- Please inform us immediately by telephone and then in writing if you have to cancel your holiday so that we can attempt to re-let the property. If a cancellation is made more than 6 weeks before the start date, only the deposit will be forfeited. If the cancellation is less than 6 weeks before the start of the holiday then no refund will be made unless the Owner is able to re-let the property in which case the full payment minus the deposit will be refunded.

- We strongly advise that you should take out cancellation and travel insurance for your holiday.
- If the property becomes unavailable for some reason beyond the control of the Owner e.g. fire or flood, the liability of the Owner shall be limited to the full refund of all money paid. No further liability will lie with the Owner.

### **Accommodation**

- The cost of electricity and central heating is included. During the winter months, a starter pack of logs is included - more can be purchased locally. Please use the fireguard if you leave the fire unattended.
- Bed linen and towels are provided - 1 bath and 1 hand towel per guest. Also bath mats, hand towels in the kitchen and downstairs WC, 2 tea towels and oven gloves. Each bed has a duvet and 2 pillows per person.
- A travel cot, safety-gate, highchair and changing mat are available. Please ask when you book. You will need to bring your own bedding for the cot. The safety gate fits the doorways of bedrooms 1 and 3 but not the stairs. It is the responsibility of the Tenant to ensure that they are satisfied that the travel cot, safety gate, highchair are correctly assembled.
- We take care to ensure that the property description and photos on our website are accurate and up to date but improvements may have been made by the time of your holiday. Please ask if you need to confirm any of the facilities.
- The cottage, including rear courtyard, garage and porch, is a non-smoking property.
- Entry to the property is normally by the back door. Two sets of back door and garage keys will be provided and 1 set of front door and shed keys. A charge will be made if any keys are lost or taken from the property on departure due to the cost of lock replacement.

### **Tenant's Obligations**

- The tenant agrees to look after the property in a responsible manner, take care to secure the property when going out, reduce the risk of fire and leave it clean and tidy on departure.
- Small breakages are not normally charged for but any breakages or damage should be reported as soon as possible so that replacement or repair can be arranged. There will be a charge for major breakages or damage.
- Please do not cause any nuisance or annoyance to our neighbours, for example inconsiderate parking or high noise levels while you are in the property
- The tenant agrees to allow the owner or his representatives reasonable access to the property. This is unlikely to occur unless in an emergency or to carry out urgent repairs, and efforts will be made to inform you at the time.
- We take care to make sure the Property is well prepared and in good order for all guests. Any complaints should be made to the Owner or Housekeeper while the Tenant is in the property so that attempts can be made to resolve the issues. Please don't wait until you have returned home - we want you to enjoy your holiday.

### **Dogs**

- Dogs are welcome by prior arrangement at no extra charge and should be included on the booking form. They must be housetrained, be up to date with vaccinations, worming and flea treatment and kept under control.
- Dogs must not be left alone in the property or allowed to disturb neighbours by barking.
- Please respect the property and not allow dogs to damage the furniture and fittings, or leave muddy footprints on the carpets. Throws are provided and cleaning products are stored in the utility room cupboard. A charge will be made if there is extra cleaning or we have to clean up dog mess in the garden or courtyard.
- A medium size plastic dog bed is provided but please bring your own dog bedding. Also 2 dog bowls. dog bath (for medium dog) and dog towels.