

Terms and Conditions

10 July 2020; Some of the Terms and Conditions have been amended due to Covid-19 and are subject to further updates as the pandemic proceeds. These are written in bold print and in a separate section at the end of this document.

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. **Day guests are not permitted at the present time.** 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. 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. You will be sent travel directions and key holder information when the final payment has been made.
- 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.
- Normally the changeover day is Saturday and the property will be available from 3pm on the arrival date and must be vacated by 10am on the day of departure. **However, due to the enhanced cleaning and disinfection procedures required due to Covid-19, there will be a time gap between bookings – this will be discussed with you at the time of booking. At the present time (July 2020) there will be a gap of at least 3 days between bookings. This will be reviewed regularly and it is expected that this will decrease by 2021.**

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.
- **However, if your stay has to be cancelled due to Covid-19 then you will be offered a full refund. This may be due to your household having to self isolate due to having Covid-19 yourselves or due to the Track and Trace procedure or if you live in an area subject to local lockdown. It may also be due to the previous guests having Covid-19 during their stay.**
- 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. **the Covid-19 travel or other restrictions**, 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 safety-gate, which fits the doorways of bedrooms 1 and 3 but not the stairs, is available. Please ask when you book. **A travel cot, highchair and changing mat may not be available during the Covid-19 pandemic.** 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 and non-vaping 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 representative's 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.
- **If you have to self isolate due to being ill yourself or as a contact in the Track and Trace procedure, then you must return home if it is safe to do so or cover the cost to rent the cottage for a further 14 day period. Bring additional normal medication in case you have to self isolate at Capeway.**

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.

Procedures in place to protect guests, our housekeeper and other residents in the area during Covid-19

- Following the release of Government guidelines in July 2020 for opening and cleaning self catering accommodation, we have been making plans to reopen Capeway. We want everyone to be confident with the steps we are taking to protect the safety of guests, our housekeeper and other residents and visitors in the area. We will keep our decisions under review over the coming months as the level of Covid-19 in the UK, and therefore the risk of a guest having the virus, declines.
- At the present time (4 July 2020) we consider the incidence of Covid-19 in the UK, and therefore the likelihood of a guest having Covid-19 (either knowingly, asymptomatic or pre-symptomatic), too high to have a changeover of guests in 1 day. Therefore, for at least 3 months, we have decided to allow at least 72 hours between bookings. This may mean that guests will have a shorter stay unless Capeway is empty for the

week before/after their booking. We are very sorry that this may cause inconvenience, but we feel that safety is most important at this time.

- This time schedule will be regularly reviewed and we hope that by 2021, as the incidence of Covid-19 declines, there will be no need for a 3 day gap although disinfection may still need to be carried out – we will follow government guidelines. We will advise you of the current situation shortly before your stay.

Cleaning

- Evidence in The Lancet and The New England Journal of Medicine shows that it is thought that the virus survives for the following times on the following household surfaces;

Surface type	Present	No longer present
Air	2-3 hours	
Paper and Tissue	30 minutes	3 hours
Copper	4 hours	8 hours
Wood, cloth and cardboard	1 day	2 days
Glass	2 days	4 days
Plastic and stainless steel	4 days	7 days

We have assumed that china will be similar to plastic and stainless steel and have used this information when making our plans.

- The virus therefore needs to be eliminated from these surfaces by using a virucidal disinfectant (not a sanitiser which only reduces the virus) - the required specification is EN14476 or EN14476:2012+A2:2019 on hard surfaces. Fabric can be misted with the same type of disinfectant or steam cleaned.
- Both we and our housekeeper have received training on the cleaning and disinfection requirements following the mandatory Government Guidelines. Appropriate PPE and cleaning products will be used as explained in our cleaning plans and risk assessments.
- We will provide a virucidal disinfectant, disposable cloths and suitable gloves for you to use if you wish. Please do not use bleach.
- We encourage guests to carry out hand washing as per NHS guidelines and there will be normal supplies of hand soap, but not hand sanitiser.

Things you need to know about your stay while there is a risk of Covid-19

- If you have had Covid-19 in the 14 days prior to your holiday, you must not visit. We will ask you about your health prior to your visit.
- As at 2 July 2020, the Government guidelines state;

'If a guest is displaying signs of the Covid-19 virus while staying in overnight accommodation for a permitted reason, they should inform the accommodation provider, immediately self-isolate where they are to minimise any risk of transmission, and request a test. If they are confirmed to have Covid-19, they should return home if they reasonably can. They should use private transport but only drive themselves if they can do so safely. If a guest cannot reasonably return home (for example because they are not well enough to travel or do not have the means to arrange transport), their circumstances should be discussed with an appropriate health care professional and, if necessary, the local authority.

Guests should follow government guidance on dealing with possible or confirmed Covid-19 infection. Once the guest (and if appropriate their family) has finished the required self-isolation period and is no longer symptomatic, they should return to their main residence and continue to follow the government guidance on self-isolation, household isolation and social distancing'.

If you have to self isolate due to being ill yourself or as a contact in the Track and Trace procedure, then you must return home if it is safe to do so or cover the cost to rent the cottage for a further 14 day period. Bring additional medicines in case you have to self isolate at Capeway.

- The inside of the cottage may be slightly different – some ornaments and cushions may be missing and kitchen utensils may be in a different place. There may be clean china etc still in the dishwasher (left there to avoid cross contamination).
- Some items, for example toys, garden chairs and some kitchen utensils will not have been disinfected. If you wish to use them, please disinfect using the using virucidal spray supplied.

When you leave you must

- Put all used linen, mattress protectors, pillow protectors, towels, bath mats, tea towels and oven gloves in the bin bags provided and tie up, and place in the garage for the housekeeper.
- You must wash all crockery and cutlery in the dishwasher at 60°C and leave in the dishwasher.
- Remove rubbish from waste bins and put in tied bags in outside bin
- Put all recycling in bags/box in garage.
- Empty fridge and freezer
- You must inform us if you become ill with Covid-19 in the 14 days after you return home.