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Terms & Conditions

Ray's Sunshine Respite Home

Reservations of accommodation/occupancy are accepted for Crackerjacks Children's Trust "Ray's Sunshine Respite Home" and are subject to the following Terms and Conditions. Please check our website for any updates. Please read carefully as the lead person will be required to sign this document in agreement to the Terms and Conditions and Rules and Regulation of Ray's Sunshine Respite Home: **PLEASE SIGN AND RETURN WITH YOUR APPLICATION FORM:**

- Contract:** all bookings will form a contract between the occupant (Lead Person) and Crackerjacks Children's Trust. The accommodation is let for respite purposes within the meaning paragraph 9 of the First Schedule to the Housing Act 1988, and there is no right of occupancy beyond the stated and agreed period. All bookings are subject to final confirmation by Crackerjacks Children's Trust.
- Rental:** Bookings for persons or groups under 25 years of age cannot be accepted. No hen or stag parties permitted (this is a condition for booking our Respite Home on the HRU site).
- Bookings:** Upon receipt of your fully completed Respite Break Grant Application form along with your supporting letter from a specialist (Doctor, Social Worker, Clinic or NHS Trust) the Respite Home can be provisionally booked. Your booking will be reserved for a period of 10 working days to allow confirmation of your booking direct with Crackerjacks Children's Trust. Should you not receive confirmation within this period please contact us on 0300 124 0122.
- Security Deposits** – Crackerjacks Children's Trust require a payment of £100 of which £50.00 is a contribution towards the running and cleaning costs and a £50.00 refundable providing there is no damage, breakage of any extra cleaning costs. This will be required when booking the Respite Home and is made paid directly to Crackerjacks Children's Trust. £50 will be refunded by Crackerjacks 10 days after departure.
- Damage/Extra cleaning:** All bookings are accepted on the condition that the Respite Home is left in the same state of repair, order and cleanliness both inside and outside as at the start of the Respite, should you not have time to leave the caravan as you found it, items missing or their any breakages there will be a charge of £50. The lead person will be required to agree and sign to pay for any breakages/damage or any extra cleaning over and above the standard cleaning. All breakages must be reported to Crackerjacks and payment will be taken direct from your holding deposit.
- Sleeping Capacity:** The maximum number of people allowed in the Respite Home is six persons and is clearly stated on the application form. This should consist of no more than **two adults and four children. (Adults 25 and over Children under 18 at time of respite break)** Extra persons cannot be accommodated under any circumstances. Should it be noted that the Respite home has guest staying/sleeping overnight over the recommended six people, then the respite break will be

terminated immediately where you will be asked to leave without a refund of your deposit. Checks are carried out at random and site CCTV is in operation 24 hours.

7. **Availability:** The Contract is made on the understanding that the Respite Home and its facilities as published on our website www.crackerjacks.org.uk will be available for the dates stated. In the unlikely event that the Respite Home is not available through events arising out of the control of Crackerjacks, then the booking may be cancelled. All efforts will be made reschedule your respite break at a later date.
8. **Occupation times:** Tenancies commence after 3pm (unless otherwise agreed), on the commencement date of the tenancy and terminate at 10am on the leaving date. This is to ensure that the Caravan can be properly prepared for subsequent guests. Any late departures will result a non-refund of your deposit.
9. **Access to Caravan:** Crackerjack Children's Trust or its agents shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy, or immediately if any serious suspicion whereby, you have failed to abide to the Terms and Conditions/Rules and Regulations.
10. **Pets: Under no circumstances** are any pets allowed to stay at the Respite Home. This is because some children with disabilities may have allergies that could affect their condition.
11. **Linen:** No bed linen is supplied; this will be clearly stated in the application form for the Respite home when booking, however, Duvets and pillows are provided.
12. **Statutory regulations:** Crackerjacks Children's Trust will be responsible for complying with all applicable Statutory Regulations and Discrimination Acts affecting customers, the Respite Home, and its equipment, such as gas, water, electric and electrical appliances.
13. **Smoking: Smoking is not allowed** inside the Respite Home. If guests wish to smoke on the decking or in the garden area, please ensure you extinguish your cigarettes correctly and not leave cigarette litter on the premises. Smoking inside the caravan constitutes a breach of contract/Terms and Conditions (see: paragraph 19).
14. **Special Needs:** If your family or children have any special requests or needs, you will be responsible for advising Crackerjacks Children's Trust at the time of booking, although Crackerjacks cannot guarantee that any requests will be met. Failure to meet special requests will not be a breach of contract on behalf of Crackerjacks Children's Trust. It is your responsibility to satisfy yourself that the Respite Home is completely suitable for your needs. Please note that if a particular requirement is not specified on the Website then it is not provided.
15. **Barbecue:** The use of a barbecue on the plastic decking is **not permitted** at any time, any damage cause to the decking will be charged in full to the lead person. There is a patio area that is suitable for BBQs. Please take care with where you set up your BBQ
16. **Cancellation by guests more than 6 weeks before the Respite:** Your deposit of £50 is non-refundable, but can subsequently be used as a deposit for a future Respite at the Home with Crackerjacks Children's Trust and booked within 6 months from the date of cancellation.
17. **Cancellation by guests within 6 weeks of a Respite:** If cancellation occurs for any reason within 6 weeks of the start of the Respite, you will be required to advise Crackerjacks immediately by e-mail or a confirmatory letter.

18. **External factors:** Crackerjacks Children's Trust have no control over, and cannot be held liable for external factors that could possibly affect a Respite such as severe or unexpected weather, local traffic, local events, neighbours, children playing, electricity, gas and water supply and the vagaries of television, broadband and mobile phone reception, or any financial losses incurred as a result of external factors.
19. **Breach of contract:** If there is a material breach of any of these conditions by the occupant (Lead person) or any of their party, Crackerjacks Children's Trust or its agents reserve the right to re-enter the Respite Home, and/or end the letting and require the occupant (lead person) and their party to leave immediately without refund.
20. **Complaints:** Every effort has been made to ensure that occupants have an enjoyable Respite. If, however, the occupant has any cause for complaint, then they must contact Crackerjacks Children's Trust within 10 days of departure in writing so any problems arisen can be speedily resolved. Crackerjacks cannot subsequently consider any complaints or enter into any correspondence about a complaint unless these procedures has been followed.
21. **Data protection and Privacy:** Information provided on Booking Forms will remain confidential and will not be disclosed to a third party or used for any other purpose.
22. **Cleaning and maintenance of the Respite Home:** – Crackerjacks Children's Trust will ensure that the Respite Home is clean, tidy and well maintained at the start of every occupancy. Should you find any fault please report in writing to Crackerjacks Children's Trust within 10 working days of your departure.
23. **Respite Home Rules and Regulation:** It is the occupants (Lead person) responsibility to ensure that the rules and regulation of the Respite Home are adhered to at all times there should be no deviations or exceptions to these regulations any deviation or exceptions will be seen as breach of contract (Please see breach of contract, Paragraph 19). Rules and Regulations are available on our website and at the Respite Home.
24. **Parking:** There is a parking space on the drive for one vehicle at the Respite Home. Vehicles are left or parked are at the owner's risk. Crackerjacks Children's Trust will not be held responsible for any damage, break-ins or any other vehicle related problems. Please be aware that if parking off-site at Splash World, Children's Adventure area or the Theme Park you will be require to purchase a parking ticket from the machine, registration number will be required. These areas can be approached by foot from the Respite home. (Please see site map)
25. **Holiday Insurance:** **We strongly recommend** that you take out/apply for Holiday or Travel Insurance to cover and protect you and your party from all unforeseen accidents or fatalities. Crackerjacks Children's Trust will not be held responsible for any unforeseen problems relating to your traveling arrangements, respite break, personal circumstances, the weather or any other circumstance that may occur during your respite stay. For further information you may wish to contact. www.direct-travel.co.uk
26. **Responsibility for your children and guests:** whilst we want you to have an enjoyable respite break with your family, we also require you to respect other holidaymakers using the resort. The holiday resort security has the power to remove and terminate the respite break with immediate effect in the event of any disturbance of the peace, not abiding to the rules and regulations at HRU, drug-related offences, rowdiness, or any other offence that causes disruption to HRU or its holidaymakers.

27. **Customer Survey:** Crackerjacks request that every family that stays at Rays Sunshine Respite Home completes a customer satisfaction survey so we are able to get feedback on your stay and to make necessary adjustments to improve our facility.

28. **Raising Awareness:** We ask that every family that is granted permission for a respite break at the holiday home to supply Crackerjacks with a family picture of your stay in the home, along with a short story of your experience. This might be published on our website to raise awareness of the holiday home and the good work that Crackerjacks carries out. PLEASE TICK THE BOX in agreeing or disagreeing to this request. I AGREE I DISAGREE

29. **Charitable Donation:** The cost to grant a respite break to a family of four will cost around £480 for a five-day break. This funding is provided by the kind generosity of the public, businesses and organisation as Crackerjack do not receive any government funding. The charity would be extremely grateful if you were able to donate your £50 refund towards our ongoing costs and upkeep so that we can continue giving families such as yourself a well-deserved respite break. Please tick the box to approve the £50 donation towards the running costs
Please tick the box if you require your refund returned

Note: These Terms and Conditions are correct as at 12th August 2019 any amendments would automatically be published to our website, please check www.crackerjacks.org.uk/downloads.

**Acknowledgment of these Terms and Conditions, Rules and Regulations to
Ray's Sunshine Respite Home:**

I, Name:

of, Address:

Address:

Address:

Post Code:

Confirm that I have read and understand these Terms and Condition and agree to abide by them at all times whilst occupying Ray's Sunshine Respite Home, the property owners, Crackerjacks Children's Trust. I also agree to abide by the Rules and Regulations of the Respite Home which I have been supplied to me (a copy can also be found at the Respite Home).

I acknowledge as lead person that all adults are over the age of 25 and that I am personally held responsible for the occupants staying/occupying Ray's Sunshine Respite Home during the respite break period.

Signature: **Date:**

**PLEASE SIGN AND RETURN WITH YOUR APPLICATION FORM ALONG
WITH YOUR £100 CHEQUE AND THE SPECIALIST RECOMMENDATION
LETTER, AS PER SECTION 3.**