

Terms & Conditions

Ray's Sunshine Holiday Home

Reservations of accommodation/occupancy are accepted for Crackerjacks Children's Trust "Ray's Sunshine Holiday Home" from our website and are subject to the following Terms and Conditions. Please read carefully:

1. **Contract:** all bookings will form a contract between the occupant (Lead person) and Crackerjacks Children's Trust. The accommodation is let for holiday 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.
2. **Rental:** Bookings for persons or groups under 21 years of age cannot be accepted. NO hen or stag parties permitted (this is a condition for booking our Holiday Home on the HRU site).
3. **Bookings:** Upon receipt of your fully completed Respite Break Grant Application the holiday home can be provisionally booked. Your booking will be held for a period of 5 days to allow confirmation of your booking.
4. **Security Deposits** – Crackerjacks Children's Trust require a refundable security/cleaning deposit - this will be noted on the Holiday Home details and is paid directly to Crackerjacks. The deposit will be refunded by Crackerjacks at the end of the stay providing there is no damage or extra cleaning required.
5. **Damage/Extra cleaning:** All bookings are accepted on the condition that the Holiday Home is left in the same state of repair, order and cleanliness both inside and outside as at the start of the holiday, should you not have time to leave the caravan as you found it, there will be an additional charge of £30. It will be agreed that the person who made the booking (Lead person) will pay for breakage and/or damage and extra cleaning over and above the standard cleaning, if so required. All breakages should be reported to the Crackerjacks and payment made by arrangement to Crackerjacks. Minor damage should be noted in writing at the termination of the stay.
6. **Sleeping Capacity:** The maximum number of people allowed in the Holiday Home is six people and clearly stated on the particulars, extra persons cannot be accommodated under any circumstances.

7. **Availability:** The Contract is made on the understanding that the Holiday Home and its facilities as published on our web-site www.crackerjacks.org.uk will be available for the dates stated. In the unlikely event that the Holiday 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 2pm (unless otherwise agreed), on the commencement date of the tenancy and terminate at 10.30am on the leaving date. This is to ensure that the Caravan can be properly prepared for the subsequent guests.
9. **Access to Caravan:** Crackerjack Children's Trust or agents shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.
10. **Pets.** Under no circumstances are any pets allowed to stay at the Holiday 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 particulars for the Holiday home when booking. Duvets and pillows are provided in the Holiday Home.
12. **Statutory regulations:** Crackerjacks Children's Trust will be responsible for complying with all applicable Statutory Regulations and Discrimination Acts affecting customers, the Holiday Home, and its equipment.
13. **Smoking:** Smoking is not allowed inside the Holiday Home. If guests wish to smoke on the deck or in the garden area, then they should not leave cigarette litter on the premises. Smoking inside a caravan constitutes a breach of contract (see: paragraph 17).
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. It is your responsibility to satisfy yourself that the Holiday 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 deck is **not permitted** at any time.
16. **Cancellation by guests more than 6 weeks before the holiday:** Any deposit of £50 is not refundable, but can subsequently be used as a deposit for a future holiday at the Holiday Home booked Crackerjacks Children's Trust and booked within 6 months from the date of cancellation.
17. **Cancellation by guests within 6 weeks of a holiday:** If cancellation occurs for any reason within 6 weeks of the start of the holiday, 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 holiday 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 agents reserve the right to re-enter the Holiday 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 holiday. 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 problem arises 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 Holiday Home:** – Crackerjacks Children's Trust will ensure that the Holiday Home is clean, tidy and well maintained at the start of every holiday. Should you find any fault please report in writing to Crackerjacks Children's Trust within 10 working days of your departure.
23. **Holiday Home Rules and Regulation:** It is the occupants (Lead person) responsibility to ensure that the rules and regulation of the Holiday Home are adhered to at all times there should be no deviations/exceptions to these regulations any deviation/exceptions will be seen as breach of contract (Please see breach of contract, Paragraph 17).

Note: These Terms and Conditions are correct as at 16th of October 2018 any amendments would automatically be published to our website, please check www.crackerjacks.org.uk.