

# YCT Holidays at Butlins

## Important Holiday Terms and Conditions

Please read these terms and conditions carefully as these form part of your holiday contact between you and Yorkshire Children's Trust. These terms and conditions were last revised on 30<sup>th</sup> October 2021.

### 1. Meanings

**Owner** is Yorkshire Children's Trust, registered charity 1146884, based at YCT House, 70 Commercial Street, Halifax, HX1 2JE.

**Holiday Park** is the Butlins resort at Roman Bank, Skegness, PE25 1NJ operated by Bourne Leisure Ltd.

**Hirer** is the person(s) named on the booking who has paid, or is a beneficiary of the charity and is to use the caravan owned by Yorkshire Children's Trust.

**Holiday Period** is the dates the caravan is let to the Hirer; this will include a start and end date as defined in the booking.

**Holding Deposit** is a defined sum of money as decided by the Owner to reserve the break for the Hirer until full payment has been made.

**Final Payment Date** is a period four weeks before the commencement of the Holiday Period, or the date of the booking if less than four weeks from the commencement date.

**Confirmed Holiday Booking** is for the Holiday Period as defined in the booking once payment has been received in full.

**Charity Holiday** is a break provided to a Hirer at no cost when they are a beneficiary of Yorkshire Children's Trust.

**Security Deposit** is a sum paid upfront against loss or damages to the Owners caravan.

**Cleaning Fee** is a sum paid towards the cleaning and preparation of the caravan and the provision of bedding.

**Coronavirus** specifically refers to the virus caused by Covid-19.

### 2. Preamble

The Owner's caravan(s) are located at the Butlins Holiday Park in Skegness. The Owner agrees to let a caravan out to the Hirer for the defined Holiday Period subject to a Confirmed Holiday Booking and the terms and condition herein being adhered. Further helpful information is provided in the welcome booklet available in the Caravan.

The Owner has the following caravans for hire:

\* 2 Bedroom (6 Berth) Accessible Unit

\* 3 Bedroom (8 Berth) Standard Unit

Both caravans have central heating and double glazing.

The Butlins name and logo are copyright of Bourne Leisure Ltd and the Owner make no representation of ownership against the Butlins name or logo.

The Hirer is overall responsible for their guest behaviour and will be personally liable for any theft, breakages or damages no matter who in their party is responsible.

### 3. Payment

The caravan(s) will be made available to the Hirer for the defined Holiday Period at a cost as determined by the Owner.

A £100 Holding Deposit is required to reserve a defined Holiday Period and full payment must be received by the Final Payment Date to receive a Confirmed Holiday Booking. If the commencement of the holiday is less than eight weeks, full payment will be required to secure the Holiday Period. Holding Deposits are non-refundable.

Full and final payment must be made for the holiday by the Final Payment Date, which is no more than eight weeks before the commencement of the Holiday Period. It is not the responsibility of the Owner to remind the Hirer to make payment by the Final Payment Date. The owner reserves the right to cancel the holiday booking when full payment is not received by the Final Payment Date and the Hirer will forfeit any Holiday Deposit paid.

Those receiving a Charity Holiday will not be required to make any payment for a Confirmed Holiday booking except for the Security Deposit and Cleaning Fee as defined in this document.

### 4. Owner Cancellation

The Owner reserves the right to cancel or amend the Confirmed Holiday Booking due to reasons beyond their control such as:

- \* Closure of the Holiday Park limiting access to the caravan village;
- \* Local or national lockdown caused by Coronavirus or other virus strain or another pandemic;
- \* Failure of utilities such as gas, electricity or water on the park or one of the Owners properties;
- \* Force majeure including war, riots, flooding, unexpected legislation, slowdowns or strikes;
- \* Any other reason beyond the control of the Owner.

In these cases, the Hirer will be offered a full refund of their Confirmed Holiday booking or an alternative Holiday Period at the discretion of the Owner.

### 5. Hirer Amendments & Cancellation

The Hirer may make amendments to their Confirmed Holiday Booking such as changing party details or Holiday Period dates at a cost of £50 per amendment.

If a holiday is cancelled greater than six (6) weeks before the Holiday Period, the Hirer will be entitled to a full refund minus the £100 Holding Deposit, which is non-refundable.

If a holiday is cancelled between 6 (six) weeks and four (4) weeks before the Holiday Period, the Hirer will be entitled to a 50% refund of the holiday payment, minus the £100 Holding Deposit, which is non-refundable.

Any holiday cancelled four (4) weeks or less before the holiday period will mean the Hirer will not be

entitled to any refund due to the unlikelihood of the holiday being resold at short notice.

However, if a holiday is cancelled due to the Coronavirus, such as;

- Local lockdown;
- National lockdown;
- Holiday Park lockdown;
- The Hirer or their guests' showing symptoms or having a confirmed diagnosis of Coronavirus;
- The Hirer having been notified by Track-and-Trace to stay at home in isolation;

then the Hirer must not attend the Confirmed Holiday booking and should contact the Owner who will arrange for a refund minus the holding deposit or a replacement Holiday Period, at a time that is at the discretion of the Owner.

### 6. On Resort Entertainment & Facilities

The Owner provides the Confirmed Holiday Booking without any representation of access to any on-resort facilities or entertainment at the Holiday Park unless expressly mentioned on the Hirer's booking.

Any facilities or entertainment access is not provided as part of the Confirmed Holiday Booking contract and the Hirer is not entitled to any refund for reduced, limited, amended or changed to advertised, or no access to facilities or entertainment on the Holiday Park.

### 7. Security Deposit

The Owner reserves the right to request a Security Deposit to be held for the Holiday Period. This deposit of up to £100 will be held by the Hirer until the end of Hirers holiday.

A photographic inventory of items is checked after each Hire period. Any theft, damages or broken items to either the caravan or its contents will be charged directly to the Security Deposit. Any theft, damages or breakages in excess of the Security Deposit will be invoiced directly to the Hirer, failure to pay may lead to further action such as the Owner seeking damages in the Small Claims Court. The Owner takes theft and malicious damage seriously and will prosecute to the fullest extent of the law.

A website link will be provided to the Hirer within 7 days from the end of the Holiday Period to claim back or donate their Security Deposit.

**Deposit Charge deductions will be as follows:**

**Crockery Breakages/Missing Items - £5 per item**  
**Drinking Glasses Breakages/Missing Items - £5 per item**  
**Cutlery Breakages/Missing Items - £20 new set**  
**Spills/Stains to Carpet - £250 Deep Clean**  
**Spills/Stains to Chairs/Sofa's - £250 Deep Clean**  
**Smoking or Vaping - £250 Deep Clean**  
**Pets or animals in the Caravan - £250 Deep Clean**  
**Removing Wires/Logging Out of Streaming Services on the televisions - £100 Visit Charge**

Any other damages will be charged at a minimum fee of £100 fee to cover the time and fuel charges of the Owner visiting the site and the cost of any repairs.

Deposits, after any deductions will be returned to the Hirer within 30 days of the end of their Holiday Period.

## 8. Cleaning Fee

The Owner has introduced a small fee of £50 to cover the a Covid-Secure clean between guests.

The clean includes the provision of toilet roll, hand gel, hand wash and cleaning solution for use during the Hirer's Holiday Period.

The Cleaning & Bedding Fee includes the provision of bedding for the Holiday Period for all guests which is washed at a high temperature between guests and is in a three-set rotation for maximum guest hygiene protection.

## 9. Provisions

The maximum insured occupancy of the caravan is six (6) people including children for the Accessible Unit and eight (8) people for the Standard Unit. Over occupancy will result in the immediate termination of the Holiday with no refund.

The Owner will use a professional cleaning company to clean the caravan between guests.

Bedding is provided for guests using the beds in the bedroom or the pull-out bed in the lounge. For the safety of young children, bedding is not provided for the travel cot.

Although caravan facilities such as digital television, Streaming services (such as Netflix, Now TV), Wifi etc are provided by the Owner for the Hirer's convenience, these are as a good-will gesture and the Owner will not be responsible for breakdown or non-availability and do not form part of Hirer's holiday contract.

Towels and tea towels are not provided and should be brought by the Hirer for the duration of their stay.

## 10. Complaints

Any complaints about the break should be initially be done in writing to the Owner and it will be dealt with in line with the Owner's own complaints handling policy, a copy of which is available on request.

Any guest making a nuisance or being abusive to any member of Butlins staff, including Entertainment staff will be immediately asked to vacate the park and will not be entitled to any refund.

Butlins and the Owner reserve the right to report any abusive or aggressive behaviour to the police for investigation and possible prosecution.

## 11. Safety and Security

The Owner will not allow any pets or animals in the caravan(s) at any time as the units are used to provide free respite breaks to children who may have a lowered immune system. Any Hirer allowing animals in the caravan(s) will be charge a Deep Cleaning Fee of £250.

Smoking and vaping is not allowed inside or immediately outside of the caravan(s). Charging of vapes is also not allowed by the Owner due to the risk of fire. Any Hirer allowing smoking or vaping in or around the caravan will be subject to a Deep Cleaning Fee of £250.

Any illicit drug use will be reported to the police and the Hirer will be subject to the Deep Cleaning Fee of £250.

The Hirer agrees not to use any barbeques or fires around the caravan(s) due to the risk of fire.

The Owner has installed safety equipment including smoke detectors, carbon monoxide alarms and fire extinguishers for the safety of the Hirer. The Owner will ensure these are checked and serviced at intervals as required by law.

The Owner will ensure that gas safety tests and electrical safety tests are completed on the caravan(s) at regular intervals as determined by legislation.

The Hirer is responsible for the behaviour of all guests in their party. The Hirer and guests will treat the Owners caravan, the Holiday Park staff, and other park guests with respect and follow any requests given to them by Park staff to ensure the safety of all resort guests. If the Hirer or their guests are asked to vacate the caravan or the Holiday Park due to their behaviour, the Hirer will forfeit any right to a refund from the Owner.

## 12. Covid Passport

Due to the fast-changing legislation around Coronavirus, The Holiday Park reserve the right to check the status of Covid-19 vaccinations for all guests on the Holiday Park which may include:

- \* Checking Covid-19 Passport through the NHS app
- \* Other proof of vaccination status
- \* Proof of one or more negative Lateral Flow or PCR tests
- \* Proof of antibodies from recent recovery from the virus.

It is up to the Hirer and not the Owner to check on what may be needed by the Holiday Park due to changed or up-to-date rules and regulations.

The Owner will not offer any refund to the Hirer or their party being refused access by the Holiday Park due to not providing up to date information that may be requested as either a legal requirement or as a right of access requirement by the Holiday Park.

## 13. Data Sharing and Data Protection

The Owner will collect the following details to proves the Hirer's booking:

- \* Full guests names
- \* Guest addresses
- \* Ages and date of birth of guests
- \* Telephone number
- \* Email address
- \* Details of booking
- \* Payment details including card numbers or bank account details to process payments and deposit refunds.
- \* Coronavirus health status

For free respite breaks other information will be collected in order to process and make available a

free respite break for our beneficiaries. Specifics on this are in the charity's GDPR policy.

The Owner will hold details of your booking on a secure password protected database for ease of processing the Hirer's booking and will be held for a period of time as defined by law.

Information will be shared with Bourne Leisure Ltd trading as Butlins who will use the information to process your booking, provide their services, ensure accurate site numbers for site safety and Covid19 track and trace.

Information on guests may be shared on a central owners database for the safety of guests and owners and to identify guests who have previously caused malicious damages to other owners' property.

The hirer has a legal right to know what information the Owner holds on them. Please see the GDPR policy of Yorkshire Children's Trust, by visiting [www.yctrust.uk](http://www.yctrust.uk)

## 14. Further Information

The Owner suggests that the Hirer take out travel insurance to cover unexpected insured losses.

A holiday Welcome Pack is provided in by the Owner. This has important safety information as well as details of local events and venues. This should be retained in the caravan for the next guests.

The central heating and hot water are provided by a local direct fed gas system, the Hirer will not need to worry about the replacement of gas bottles. The cost of the Confirmed Holiday Booking includes all charges for gas and electricity. The Cleaning Fee covers the cost of cleaning and provision of bedding.

Any repairs or damages should be reported to reception who will contact the Owner to arrange any repairs as necessary.

Any problems on arrival should be reported to Butlins caravan reception or the Owner immediately otherwise the Hirer will be held liable for any theft, damages or repairs at the end of their break.

## 11. Loss, Damages and Personal Injury

The Owner and Holiday Park do not accept any liability for loss or damage to personal possessions, vehicles or personal injury or death unless caused by criminal negligence of the Owner or Holiday Park.

## 12. Contract Rights and Law

The Owner and Holiday Park reserve the right to refuse any booking at their discretion. The Hirer must be over the age of 18 to enter into this contract.

The Hirer must follow any rules, regulations or guidelines as defined by the Holiday Park directly.

If the Hirer is being provided a break through the Charity Respite Scheme, the Support Terms & Conditions also apply in addition to the Holiday Terms and Condition herein.

The terms and conditions are covered under English Law and any part in the masculine is also meant in the feminine and vice versa. If any part of the contract is voided by Law, the remaining parts of the terms and conditions remain in effect. These terms and conditions do not affect your statutory rights.