

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 17th July 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 YCT Charity Caravans 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.

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. In these cases, the Hirer will be offered either an alternative Holiday Period or a full refund.

5. Hirer Cancellation

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 immediate family showing symptoms or having a confirmed diagnosis of Coronavirus;

e) The Hirer or their immediate family have been notified to stay at home because of the Track-and-Trace System;

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. 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 damaged or broken items to either the caravan or its contents will be charged directly to the Security Deposit. Any damage 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. We take 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
Breaking Door Handles - £100 Visit Charge

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

7. Cleaning Fee

The Owner reserves the right to ask for a Cleaning Fee to cover the cost of a Covid-Secure Clean between guests. This fee also covers the cost of the provision of bedding for the duration of your stay.

8. 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, we do not provide bedding for the travel cot.

Although caravan entertainment facilities such as Digital TV, Steaming TV Services (Netflix, NowTV), Wi-Fi, etc. are provided for your convenience, these are as a good will gesture and the Owner will not be responsible for breakdown or non-availability.

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

Entertainment passes and access to the main Butlins Resort are only available at certain times of the year and the Owner is not able to confirm the availability of any Entertainment or resort facilities.

Entertainment and facilities are seasonal and are not available in off-peak periods, when Butlins hold private or age restricted events or when there may be restrictions in place due to Coronavirus or any other Acts beyond the control of the Owner.

Complimentary access to facilities will be provided at the discretion of Butlins and should not be seen as an integral part of the holiday provided by the Owner, and nor is the Owner responsible for any changes in the availability of facilities or Entertainment as this doesn't form part of your holiday contract.

9. Safety and Security

The Owner has requested that there are no pets allowed in the caravan(s) at any time as the charity also use the caravan(s) to offer free respite breaks to families who may have immune compromised children. Any Hirer allowing pets into the caravan will be subject to a £250 deep clean charge.

Smoking and Vaping is not allowed inside or around the outside of the caravan.

Charging of Vapes is also banned due to the risk of fire. Any Hirer smoking or vaping in the caravan will be subject to a £250 deep clean charge.

Any illicit drug use will be reported to the authorities and the Hirer subject to the £250 deep clean charge.

Barbecues are not allowed to be used in or around the caravan due to the risk of fire.

Babies and children should not be left unattended in the caravan at any time by the Hirer or any of their party.

A smoke detector, CO2 Alarm and Fire Extinguisher are provided in the caravan for safety of the Hirer. The Owner will ensure these are checked and serviced at regular intervals.

The Owner will ensure that Electrical Safety Tests and Gas Safety Tests are completed at intervals as defined by law.

The Hirer agrees that that the entire holiday party will treat the Owners caravan, the Holiday Park Staff and other park guests with respect and follow any requests given to them by the Park Staff to ensure the safety of all the resort guests. If the Hirer or any of 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.

10. Data Sharing and Data Protection

The Owner will hold details of your booking on a secure database for ease of providing future holidays. The data will be stored for a period of time as defined by law.

Information will be shared with Bourne Leisure Ltd t/a Butlins who will use your information to ensure accurate site numbers for site safety, Covid-19 Track & Trace and for providing their services.

Information on guests may be shared on a central owners' database for the safety of the guests and owners.

You have a right to know what information that the Owner holds about you, please see the GDPR policy at www.yctrust.uk for further information.

11. 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 is provided by mains fed gas, 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.

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 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 twenty-one (21) to enter into this contract.

The Hirer must follow any rules, regulations or guidelines as defined by the Holiday Park and available direct from them.

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.