



## **Respite Care Standard Terms and Conditions**

### **Recitals**

**CTK** is Calvert Trust Kielder the trading name of Northumbria Calvert Trust

**'We' 'Us' 'Our'** is CTK

**'Customer'** is the person or organisation liable for payment

**'You' Your' 'Yours'** is the customer

**'The Parties'** are CTK and the Customer

**Guest** is the person receiving services

**'Booking'** is contract

### **1. Booking**

Provisional bookings will be held for a maximum of 14 days from the date we agreed your request. No guarantee of continuing availability is made beyond 14 days.

On written acknowledgement by us of your booking a binding contract between the parties, subject to the provisions that follow and English Law, will come into existence from the date indicated. The parties agree to submit any dispute to the exclusive jurisdiction of the Courts of England and Wales. Should any part of this contract be deemed to contravene English Law such contravention shall not invalidate the other elements of this contract.

### **2. Payment**

The balance of payment, minus any deposit paid, is due no later than 30 days prior to the start of your stay. If the booking remains unpaid in full by this date the CTK reserves the right to either apply a 5% surcharge or cancel the booking (see also paragraph 3 below).

It is the person making the booking, who is deemed liable for full payment. In the case of bookings made in the name of an organisation it is the organisation which is deemed liable.

### **3. Cancellation**

#### If CTK cancel a booking

CTK may cancel a booking for which the full payment has not been received by the times specified in these terms and conditions. In these circumstances we will apply the cancellation charges as set out below under "If you cancel a booking".

If we have to cancel a booking due to circumstances attributable to us, where applicable, a full refund will be made and neither party shall have any further claim against the other.

#### If you cancel a booking

If a booking is cancelled the following cancellation charges apply:-

Up to 42 days prior to arrival no penalty

41 to 8 days prior to arrival 50% of the total cost of the holiday

7 days or less prior to arrival 100% of the total cost of holiday

If part of a booking is cancelled the above terms apply to the part cancelled.

You must telephone us immediately and at the same time send us by first class mail / e mail (to enquiries@calvert-kielder.com) written notification of cancellation. Your cancellation is effective from the date we receive your written notification. Your cancellation will be acknowledged by us in writing upon receipt.

**All participants are strongly advised to ensure that they purchase their own comprehensive travel insurance that includes cancellation, personal accident and personal belongings cover for the duration of their visit.**

#### **4. Your Respite Package Includes**

- All necessary "24 hr personal care" and support
- Single occupancy en-suite accommodation
- Multi Activity Programme daily (subject to package chosen)
- Evening meal on day of arrival
- Full English Breakfast, Lunch and Evening meal daily
- Snacks and drinks
- Breakfast on day of departure
- Evening entertainment
- Use of centre facilities including the pool, sensory room and games room

#### **5. Arrival and departure times**

Arrival is between 3pm and 5pm and departure by 12pm (please note rooms must be vacated by 10am). Arrivals and departures outside of these times may be possible and may incur an additional charge.

#### **6. Force majeure**

We regret we cannot accept responsibility or pay any compensation or make refunds where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to a 'force majeure'.

## **7. Activities**

Subject to the package chosen Calvert Trust will endeavour to ensure that guests participate in a variety of activities during their stay. However safety, the weather, the number of guests and their ability and choices, and our staffing all determine which activities are made available.

Whilst there is no upper age limit for our activities some activities require the use of specialist equipment, the height and weight of individual participants may, on occasion, limit their participation.

**Please note that whilst Calvert Trust seeks to ensure that all guests participate in activities, certain medical or personal conditions may prevent a guest from doing a particular activity. In such cases we will endeavour to offer an alternative.**

## **8. Breakages and damage**

All damage loss and breakages caused by guests, whether accidental or malicious are their responsibility and that of the person or organisation making the booking, each being equally liable for the costs incurred. All incidents must be reported immediately to reception.

## **9. Guests**

Calvert Trust is anxious to ensure that all guests enjoy their stay. However where a guest causes disturbance to others or otherwise spoils the holiday of other guests e.g. through anti social behaviour, they will be asked to leave. No refunds will be payable.

## **10. Additional Conditions**

- Guests must be over 18 years of age.
- Only **Registered** Guide and Assistance dogs are allowed in our main centre. Please be aware our staff may ask for proof of registration.
- Calvert Trust is unable to accept responsibility or liability for guests' property.
- Following consultation with guests and assessment by us, where deemed necessary guests must follow procedures advised by us. If agreement cannot be reached guests may be asked to leave. No refund will be payable in such circumstances.
- Medication must be handled and controlled according to our procedures and CQC guidelines.

Should you require this in large print please call 01434 250232.