

## Preamble

Yorkshire Children's Trust is a UK registered charity, number 1146884, as well as a company limited by guarantee, number 10650385. It was founded on 1st March 2011 to provide emotional and financial support to families in the Yorkshire region who have a sick or disabled child. The charity does not require repayment of their grant awards but welcomes the support of those it has been able to help, to enable it to provide more support to children in the future.

Please read all these terms and conditions.

As we can accept your application and make legally enforceable agreements without further reference to you, it is vital that you have read and understood these terms and conditions. If there is any part you are unsure of please do not hesitate to contact us.

## 1. Acceptance and Data Protection

- a. By making an application for support from Yorkshire Children's Trust you, as the Service User, fully agree to the terms laid out in this document.
- b. You agree to The Charity, Staff or Agents sharing information about the Service User and the Child with Outside Agencies to process Support Applications. The Charity Data Protection Policy (in line with GDPR) is available on request.
- c. Data will be stored on a password protected system and hard copies locked away for a duration as required by applicable law.
- d. Any attempts at fraud or misrepresentation will be taken very seriously by the Charity and information may be shared with the Police and crime prevention and fraud agencies for the purpose of crime prevention, reporting of a crime or providing evidence in an ongoing investigation.

## 2. Keywords

'The Charity' is Yorkshire Children's Trust whose registered address is 70 Commercial Street, Halifax, HX1 2JE

'Service User' is the person who has made a support application and using the services of the charity. This is usually a parent, guardian, medical professional, key or social worker or teacher.

'Child', 'Children' is the sick or disabled child who resides in the Service Region of The Charity and is in need of support via the Service User.

'Service Region' is within the boundaries of West Yorkshire, South Yorkshire, North Yorkshire and the East Riding of Yorkshire including Humberside or any region as notified by variation from time to time.

Support Application is the secure, online application form which is designed to collect information about the Service User and The Child in order to provide the charitable services of The Charity.

Support Form is the online Support Application forms available on the Charity's website.

Illness or Disability is a medically confirmed life-limiting illness or disability.

Outside Agencies include, but are not limited to Schools, GP Surgeries, Hospitals, Hospices and Social Services.

Trustee Meeting is a monthly meeting where the Trustees responsible for the overview of The Charity make a final decision on Support Applications based on the information provided and the recommendation of the Charity team.

Hospital Stay Grant are for the costs associated with a parent, guardian or carer making visits to The Child whilst an inpatient in a hospital or hospice.

Payment Acceptance Form, PAF is the form that must be signed to accept certain awards from the Charity.

Medical Equipment is pieces of equipment designed exclusively to relieve pain, suffering or to support The Child in their daily needs.

Medical Treatment is a medical procedure, test, intervention, therapy or observation for the benefit of The Child in respect to the alleviation of pain or discomfort, a cure, for further diagnosis or for the purpose of confirming the diagnosis of an Illness or Disability.

Approved Therapies are therapies not available on the NHS, or chargeable by the NHS which provide immediate relief of pain or suffering or aid in the recovery of an illness or disability.

Essential Home Modifications are modifications to the home that are essential and urgently required either for the safety or improved quality of life for the Child.

50:50 Grant is an award towards up to 50% of the cost of Medical Equipment or Home Modifications or Approved Therapies.

Counselling Service is therapeutic counselling or play therapies to the Child or their family to aid with the acceptance or daily outcome of an Illness or Disability or for the benefit of support in respect of positive mental outcomes.

Respite Breaks are short breaks provided in the Charity's own caravans to aid positive mental health to a Child.

Mid-Week Break is a break starting on a Monday, with check-in usually being 4pm. The break includes accommodation for 4 Nights with the break concluding and check-out at 10am on a Friday.

Long Weekend Break is a break starting on a Friday, with check-in usually being 4pm. The break includes accommodation for 3 Nights with the break concluding and check-out at 10am on a Monday.

Adapted Caravan is a grade of accommodation provided by the Charity that is adapted for the needs of a wheelchair user, with ramp access, lower kitchen units and wet room and has two bedrooms and 6 berths.

Standard Caravan is a grade of accommodation provided by the Charity that is not adapted for the needs of a wheelchair user. This grade has 3 bedrooms and 8 berths.

## 3. Application Process and Awards

- a. The Charity will accept applications for support for Children who reside in the Service Area, have an Illness or Disability and requires additional support with a Hospital Stay Grant, 50:50 Grant, a Charity Break or the Charity Counselling Service.

- b. The Service User must complete the Support Application on the secure Charity website. Data is securely encrypted and sent to the Charity.

- c. Once completed the information provided will be entered into a secure database system, together with any further information requested by the Charity.

- d. The Charity team will liaise with Outside Agencies to verify the details given and gain an understanding of how the Charity can best provide support to the Child.

- e. Providing misleading or false information will result in the immediate decline of the application and bar any future Support Applications from being processed. Fraudulent procurement of Charity funds or services may also be reported to the Police and fraud prevention agencies.

- f. The Charity Team will use their best judgement, based on the information provided on the Support Form and received from Outside Agencies, to make a recommendation on whether to accept or decline the application. This will then be passed on to the Trustees who will discuss each outstanding Support Application and make the final decision whether the application is to be accepted and the amount of the award. The Trustees decision is final and no appeal will be considered.

- g. Support options for Counselling and Play Therapies does not need to be approved by the Trustees and will bypass the usual application process with suitability for service being discussed through an Initial Assessment.

- h. Following the Trustee Meeting the Charity Team will communicate with the Service User to discuss the outcome of the Support Application and arrange for the order and delivery of any support items or modifications as required, whilst obtaining the best possible price with any VAT relief as applicable.

- i. Successful applicants are barred from making any further applications for the same Child for a period of 12 months from the date of the acceptance letter.

- j. Unsuccessful applicants are barred from making any further applications for the same Child for a period of 6 months from the date of the decline letter.

- k. Successful applicants with applications for Medical Equipment, Medical Treatment through Approved Therapies or Essential Home Modifications will be paid at a rate of 50% up to a maximum of £500 towards the cost of an award up to £1000 under the 50:50 Grant Scheme.

- l. Successful applicants who have applied for support in excess of the maximum charity award as determined from time to time by the Charity Trustees can ask for a one month hold to be placed on the payment whilst further fundraising is undertaken.

- m. Award payments can only be placed on hold once.

- n. In the event that full funds are not in place by the expiration of the hold period the award will automatically be classed as unsuccessful and funds will be released to support other applications.

- o. Should the award necessitate a direct payment to the Service User payment will be made by cheque or bank transfer and sent together with a Payment Acceptance Form (PAF), which must be signed and returned to the Charity within 7 days.

- p. Failure to return the PAF within the 7-day period will result in the cheque being cancelled and funds due back to the Charity.

q. In the event that the cheque has already been cashed or bank transferred received, the full amount will become due back to the Charity with immediate effect. The Service User authorises the Charity to use the supplied bank details to recoup any funds that need to be repaid.

r. The Service User, or Parent of the Child must use the provided funds for the intended purpose only, and the Charity reserves the right to request receipts for a period of up to 12 months from the date of the award payment.

#### 4. Hospital Stay Grant

a. Payment of a Hospital Stay Grant is for a child who is an in-patient for a minimum of 7 days, with acceptance being from the 8th day. These in-patient days must be consecutive, without any breaks, in order to be considered. Future in-patient stays will be considered if the Outside Agencies can confirm that the stay as an in-patient will be expected to exceed the 7-day consecutive period, this is usually for a planned operation or procedure.

b. A one-off payment of £150 or any varied amount as authorised by the Charity Trustees will be made payable directly to the Service User or Parent of the Child. This will be presented with a PAF which must be signed and returned by the Service User within 7 days. (Terms 3o to 3r apply).

#### 5. 50:50 Grant

a. The 50:50 Grant can be supported with an award up to 50% of the cost of up to £1000, or an award as determined by the Charity Trustees. The award can be used as part-payment for work/item(s) exceeding the Charity's maximum award but payment can usually only be made directly to suppliers or to other charities who may also be supporting the family with a further payment towards the work.

b. In the case of home modifications to be carried out, they must be classed as essential and be urgently required either for the safety reasons, or for the purpose of improving quality of life for the Child. This will be assessed on a balance of probability by using the information provided by the Service User on the Support Application and the information collated by the Charity Social Worker through liaising with Outside Agencies.

c. Any equipment must be certified for use for its intended purpose, and Outside Agencies must confirm the medical need for the requested item(s). It would also be beneficial if the Child has been directly assessed and an accompanying report on the need and fitting of the item(s) requested. We cannot support payment towards item(s) that are not directly specified as for a child with a medical need.

d. An award for Medical Treatment must be for the purpose of alleviating pain or discomfort, a cure, further diagnosis or confirming the diagnosis of an Illness or Disability and not available directly from the NHS. The treatment must be for the purpose of alleviating pain or discomfort, a cure, further diagnosis or confirming the diagnosis of an Illness or Disability and not available directly from the NHS.

e. The Charity will only pay for support treatments that are clinically proven to support children with the Illness or Disability stated on the Support Application, and will not support overseas treatment, untested treatments or new treatments still in their trial phase.

#### 6. Charity Breaks

a. The Charity Breaks are suitable for most Children and their immediate families. The breaks are usually provided at the Charity's own holiday homes at Butlins in Skegness. The breaks are provided either Mid-Week or over a Long Weekend and exclude the month of August.

b. The Charity's caravans have central heating and double glazing so are suitable for breaks no matter what the weather and outside temperature.

c. The break will be subject to the standard Butlins terms and conditions and the YCT Holiday terms and conditions, the later of which will be provided with all bookings.

d. Specific date requests cannot be accommodated, but the Charity will use their fair booking system. The Charity requests that no holidays are booked from work or school until a confirmation letter is received from the Charity.

e. The breaks are provided on a self-catering basis and include bedding. The families are responsible for providing their own insurance and travel costs and any hire equipment such as cots or bed guards as they see fit.

f. The breaks are provided on an accommodation only basis. Complimentary access may be provided to Butlins facilities subject to availability and restrictions. The Charity cannot promise or guarantee availability of any entertainment venue, food or restaurants or other on-site facilities as these are purely at the discretion of Butlins.

g. The holiday booking will be subject to a £100 security deposit against breakages and damage to the Charity caravan. A suggested donation of £50 or more is requested towards the cleaning of the caravans between guests.

#### 7. Welfare Benefits Advice & Person-Centered Counselling and Play Therapies.

a. The Charity will provide on a non-advice basis details of available welfare benefits that may be available for the Child or its family.

b. Charity staff or volunteers may assist in completing welfare benefit forms for the Child or its family using the information supplied by the Child, family members, Service User or Outside Agencies.

c. The Charity, its staff or volunteers are not responsible for the information supplied for completion of the form or the outcome of applications, nor will the staff or volunteers be available to provide information or appear at appeal hearings.

d. Counselling and Play Therapies will be provided by trained staff to the Child, its siblings or parents. This will be provided at a set cost to the end user but a free Initial Assessment will be provided. Counselling booked or requested by Outside Agencies will be chargeable to the Outside Agencies at a price agreed prior to providing the service.

e. The Counselling and Play Therapy is provided to discuss and help deal with the diagnosis of an Illness or Disability, dealing with the long-term effects of such a diagnosis or the loss of a child and to provide positive mental health outcomes.

#### 8. 'Share Your Story' Form

a. With each successful award the Charity will provide the Service User with a Share Your Story form. This is a publicity authorisation form which, once completed by the Child's legal guardian(s), will allow the Charity to share the story of the Child, alongside any media provided such as photographs or video via the methods specified which may include via Social Media, the Charity's official website, through printed press or via television or radio media.

b. The Child's legal guardian(s) is free to accept or decline to complete the Share Your Story form, the decision of which will have no effect on the success of an award from the Charity.

c. Should the Child's legal guardian(s) wish to rescind or change the terms of use of the information or media shared with the Charity, they may do so at any time by writing an email to [charity@yctrust.uk](mailto:charity@yctrust.uk) or by writing to Yorkshire Children's Trust, 70 Commercial Street, Halifax, HX1 2JE

#### 9. Warranties and Liability

a. At no time does Yorkshire Children's Trust, its staff, volunteers, agents or suppliers make any claim that the items requested by the Service User are suitable for the Child, it is up to the Service User and/or the Child's parents or guardian to correctly make that determination.

b. The Charity offer no warranty or guarantee on the item(s) and title to the goods or service immediately passes to the Service User on completion of any payment due towards the item(s).

c. Any claim against failure or defect is to be held directly with the supplier or provider of the item or service and by using the services of the Charity, the Service User will not hold Yorkshire Children's Trust liable.

d. Unless explicitly expressed by law, Yorkshire Children's Trust, its staff, volunteers and agents are not liable for any damage to property, personal injury or death caused by use of any items paid for or provided by the charity.

e. At no time do we make any recommendation for any particular product or service. We do not offer any advice about any suitability of items for any particular illness, disability or ailment. We provide our service on a good-will nature on the assumption the Service User has made all necessary enquiries or checks on the validity of claims on how the items will support the Child and how to use them without causing harm or injury to the Child.

#### 10. Applicable Law

a. This agreement is governed by the law of England. Any item referred to in the feminine also applies to the masculine and vice versa. The titles and numbering to each section are provided for the clarity of the document and do not form part of the contract.

b. If the English courts decided one part of this document is unlawful, the remaining part of the document remains valid and enforceable.