

# Yorkshire Children's Trust

## Application Terms & Conditions V6.4

As of 1 October 2023

### Section 1 – Preamble

Yorkshire Children's Trust is a UK registered charity, number 1146884 as well as a company limited by guarantee, number 10650385. It was created on 1<sup>st</sup> March 2011 to support the emotional and financial needs of children that reside in the north of England, specifically the four Yorkshire regions.

The charity doesn't require the repayment of support grants unless in very specific cases where the terms and conditions herein are not adhered to, or an application has been identified as fraudulent, or highly likely to be so.

#### Please read all these terms and conditions

As we process your application and can make legally enforceable agreements without further reference to you, it is vital you read and understand these terms and conditions. If there are any parts you are unclear about you can seek clarification from a member of the charity team.

### Section 2 – Keywords

'Charity', 'We', 'Us' is Yorkshire Children's Trust whose registered address is Horley Green Works, Horley Green Road, Halifax, HX3 6AS.

'Applicant', 'You' is the person making the support application or requesting support via the services of the Charity. This is usually a parent or guardian, medical professional, key worker, social worker or teacher.

'Child', 'Beneficiary' is the sick or poorly child or the child with additional needs that resides in the Service Region of the Charity and needs extra support.

'Service Region' is within the boundaries of the four Yorkshire regions, including Humberside or any other region as notified by variation from time to time.

'Support Form(s)' are the official application forms for the Applicant to apply for support for the Beneficiary, available exclusively via the Charity's website.

'Outside Agencies' include, but not limited to places of education, doctors' surgeries, hospitals, hospices, social services and other governmental agencies.

'Trustee Meeting' is a meeting of the Trustees of the Charity for the reason of decision making on requests for support from the Applicant for the Beneficiary.

'Payment Acceptance Form', 'PAF' is a form that must be completed by the applicant within seven (7) days for direct payments that the Charity has made to the Applicant for the benefit of the Beneficiary.

'Hospital Stay Grant' is a small grant paid directly to the parent or guardian of the Beneficiary to support the additional costs of having a child in hospital.

'Respite Break' is a short break for the family unit of the Beneficiary at one of the Charity's holiday homes.

'Counselling', 'Play Therapy' is therapeutic counselling or play therapies directly for the Child to support positive mental health outcomes.

'Outreach Counselling' is counselling or play therapies provided directly to a school, college or other environment that is provided off-site for a fixed fee.

### Section 3 – Acceptance, Processing & Data Protection

a. By making an application to the Charity for any of the themes of support, including but not limited to Hospital Stay Grants, Respite Breaks, or Counselling. The applicant fully accepts and agrees to all the terms and conditions laid out in this document, or any updated terms and conditions as may be changed from time to time to supersede this version.

b. The Applicant agrees that the Charity or its agents or suppliers may need to contact them in order to process applications for an application and offer support to the Beneficiary. This contact may be made by post, email, telephone or text message or a personal home visitation.

c. The Applicant agrees to the Charity sharing information with Outside Agencies for the purpose of verifying the information supplied on the application forms, which may include sharing details of the Child's medical prognosis and other information that is pertinent to the support application.

d. Any attempt by the Applicant at fraud or misrepresentation will be taken very seriously and information may be shared with the police, fraud prevention and crime prevention agencies for the purpose of preventing a crime, reporting of a crime or providing evidence to an ongoing investigation of a potential crime.

e. If the Charity needs to seek recovery of monies, information may also be shared with HM Courts, collection agencies, or any other approved body or agency in relation to recovery of monies due.

f. The Charity will store data in a password protected IT system with limited access to key personnel only. Hard copies of information will be stored in locked offices or cabinets and kept for a period of time as required by applicable law.

g. The Charity's GDPR and data protection policy is available on the Charity's website to view at all times. The Charity needs to collect and process confidential and sensitive information to provide the services of the organisation. This includes:

- ❖ Full names of the Applicant, Beneficiary and family members;
- ❖ Addresses, telephone numbers and email addresses;
- ❖ Details of medical history, health conditions, and hospital stays;
- ❖ Details of support received from Outside Agencies;
- ❖ Financial details such as bank account numbers or payment card details;
- ❖ Any other information we may require and request to be able to support the Beneficiary.

h. The Charity may need to share information with suppliers of services to be able to fully support the Child. Any information shared by the Charity will be limited to the minimum required to be able to provide the support to the Beneficiary.

i. Subject Access Requests (SAR) can be made by requesting a SAR form by email, letter or telephone. Information will be provided within the legal timeframes and will be subject to the Applicant being authorised to request such information and providing adequate photographic identification and proof of address. Information may be refused or restricted if the request would require a court order (as in the case for counselling records), or if the Child is Gillick competent and they refuse the request to share information.

j. Right to be Forgotten requests can be made to the charity by email, letter or telephone. By law the Charity does have to keep certain records and information for a specified period of time as defined by appropriate legislation. The Charity will securely destroy information after this time.

k. Anonymous data that cannot be directly linked or identified to a particular person, Applicant or Beneficiary will be used for statistical purposes and for the Charity to be able to apply for external funding to enable them to continue to be in a position to offer support to Beneficiaries.

l. The Charity is registered as a data handler and processor with the Information Commissioners Office.

### Section 4 – Application Processing & Awards

a. The themes of support offered to Beneficiaries are at the discretion of the Trustees of the Charity and may be altered, amended, suspended or withdrawn at any time without prior notification.

b. The Charity will only consider one theme of support for the Child at a time, and further application requests by the Applicant will be subject to the timescales in terms 4k and 4l before a further application would be considered, except for Counselling and Private Assessments which are not subject to applicable timescales.

c. The Charity will process an application for support from an Applicant for a Child that resides in the Service Region, has an illness, disability or has additional needs and requires support through the Charity's themes of support.

d. The Applicant must complete an official Support Form to request the services of the Charity. These are available exclusively on the Charity's official website and data is securely encrypted before being sent to the Charity for processing.

e. Information provided by the Applicant will be held and collated into an application bundle and entered into a secure, password protected IT system. Information access is restricted to applicable team members to ensure GDPR compliance.

f. The Charity will liaise with Outside Agencies to verify the information provided by the Applicant on the Support Form. This allows an understanding on how best the Charity can support the Child through the available themes of support.

g. False or misleading information provided by the Applicant will result in the immediate decline of the application and bar any future support applications being considered. Fraudulent procurement of Charity funds or services is a crime and will be reported to applicable agencies as stipulated in term 3d.

h. The Charity will use their best judgement incorporating an internal points-based scoring system, information provided by the Applicant and by Outside Agencies on whether to recommend an acceptance or decline an application for support. This recommendation, along with the Application Bundle is then passed to the Trustees who will make a final determination if an application is declined or accepted and an award amount. The Trustees decision is final and no appeal will be considered. There is no automatic right to charitable funds from Yorkshire Children's Trust, meeting the application criteria doesn't guarantee an award.

i. Support for Counselling 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 with a trained, appropriate team member.

j. Following the Trustee Meeting, the Charity will contact the Applicant to discuss the outcome of the application for support and any next steps that may be required.

k. Any Applicant with an unsuccessful application is welcome to reapply for support for a Respite Break or Hospital Stay Grant after a period of six (6) months has elapsed. The Charity will not consider a new application until this timeframe has expired.

l. Any Applicant with a successful award is welcome to apply for further support for a Respite Break or Hospital Stay Grant after a period of twelve (12) months has elapsed. The Charity will not consider a new application until this timeframe has expired.

m. Should the Charity not be able to contact the Applicant within a fourteen (14) day period, or should further requested information not be received within this timescale, the Charity reserves the right to rescind the awarded offer to allow funds to directly support another Beneficiary.

n. Should an award require an Applicant contribution (such as for a respite security deposit), the Charity will forward an invoice for payment to the Applicant which must be paid within seven (7) days. Failure to make the appropriate Applicant contribution will result in the Charity rescinding their offer of an award to the Beneficiary.

### Section 5 – Hospital Stay Grant

a. The Hospital Stay Grant is designed to support a Child who is in hospital for a prolonged period of time. The qualifying period of time is twenty-one (21) days as an in-patient. These days must be consecutive, without any breaks in order to be considered. Future in-patient stays will be considered for an award if the Outside Agencies can confirm the Beneficiary's future stay is expected to meet the qualifying period. This is usually for a pre-planned operation, procedure or a treatment regime.

b. The Hospital Stay Grant processing takes priority over the Charity's over applications and are usually processed within a timeframe of a week, however the Charity makes no timescale guarantees.

c. The Charity will not consider retrospective applications (i.e. for when a child has already been discharged) and such applications will be automatically declined. This also includes retrospective periods when the Support Forms may be closed to new applications.

d. When the Applicant has more than one Child in hospital at the same time, the Charity would not normally consider more than one application unless the children are at different hospitals due to limited funding and budgetary constraints of the Charity.

e. The Hospital Stay Grant is an award of £150, or any varied amount as authorised by the Trustees.

f. Successful awards will only be paid into the named parent or guardians bank account, in exceptional cases payment can be made directly into the Child's bank account.

g. The Charity can only make awards into full bank accounts. For fraud prevention, money cannot be made into e-money or pre-paid card accounts. Should the Parent or Guardian not have an appropriate account available, then an award cannot be made.

h. Successful Applicants will be presented with a Payment Acceptance Form (PAF) link within their award email. The PAF completion is a requirement of an award and must be completed within 7 days of receiving an award.

i. Failure to complete a Payment Acceptance Form within the specified period by the parent or guardian will result in the payment being cancelled and the award being recalled by the Charity. In the event the payment has cleared, the Applicant authorises the Charity to use the supplied bank details to recoup the award payment. Should the Charity be unable to recoup an award directly, the Charity will issue an invoice for payment which will be due for payment within seven (7) days.

j. Any Applicant receiving an award must only use the funds for the intended purpose of the grant award only. The Charity reserves the right to request receipts for a period of three (3) months from the date of an award payment.

### Section 6 – Respite Breaks

a. Respite Breaks are for the Child, their siblings and parents or guardians to aid positive mental health for the family unit. The Charity cannot extend the offer to other family members or friends, although a carer can accompany the family to support the Child while at the holiday home should one be required.

b. Applications for Respite Breaks are normally processed within a four (4) to eight (8) week timeframe.

c. The Charity only collects the minimum required information to process the application, should the application be successful, the Applicant will need to complete a Holiday Confirmation Form (HCF) to provide further information on the holiday party, including the name, address and date of birth of each family member. We would not normally allow adult siblings or those who no longer reside in the family home to attend the respite breaks.

d. Information supplied on the HCF will be shared with the Butlins group of companies and a shared owner's database to allow key handling, accurate site numbers for fire and onsite safety and the provision of the break.

e. Respite Breaks are subject to a security deposit held against breakages and damages. A service fee for cleaning and the hire of bed linen must also be paid. The amounts due will be invoiced by the Charity to the lead guest specified on the HCF.

f. The lead guest as specified on the HCF remains responsible for any breakages or damages to the holiday home as well as the behaviour of their family whilst staying in the Charity's holiday home. Deposit terms and applicable authorised deductions are discussed in term 6.

g. The Beneficiaries family will be offered the first available date for the respite break which may be a long weekend (Friday to Monday) or mid-week (Monday to Friday). As the Charity is not a holiday company and the respite breaks are provided at the earliest opportunity, the Charity cannot accommodate specific date requests.

h. The Charity can liaise with schools with the provision of support letters to request an authorised absence for the respite breaks. However, the Charity cannot make amendments for workplace commitments. It is expected that parents and guardians will make appropriate arrangements with their place of work.

i. The Charity will provide appropriate accommodation which will be either an accessible caravan which can accommodate up to six guests, or a standard caravan which can accommodate up to eight guests. Both accommodations have central heating and double glazing to provide year-round comfort.

j. The Respite Breaks are provided by the Charity on an accommodation only basis, with no food plans, entertainment passes or access to the main Butlins resort included.

k. The Charity will provide the Beneficiary's family with a web-app with up to date break information and instructions to make the respite breaks as easy and comfortable as possible.

l. The Charity reserves the right to cancel or amend a break (including at short notice) due to reasons beyond their control, including:

- ❖ Closure of the holiday park, or access being restricted to the holiday village;
- ❖ Local or national lockdown due to illness, virus, epidemic or pandemic;
- ❖ Act of God: natural disasters, freak weather conditions including floods, storms and earthquakes;
- ❖ War, civil disobedience, riot or industrial action or unexpected legislation;
- ❖ Failure of utilities, including but not limited to gas, electricity or water to our holiday homes or the holiday park as a whole;
- ❖ Damages to our holiday home internally or externally, resulting in the holiday home being unavailable due to cleaning or repairs;
- ❖ Any other reason beyond the control of the Charity.

In this case, the Charity will offer a full refund of the security deposit and service fee, or if agreeable by both parties a replacement date at the earliest opportunity.

m. If the lead guest wishes to amend their confirmed Respite Break, such as changing the dates or guest names, this will be subject to a £25 amendment fee, increasing to £35 if the break is within 72 hours. However, if the family cannot make their break due to:

- ❖ The Child having an urgent or pre-planned hospital visit, procedure, or operation;
- ❖ A member of the holiday party having sickness, diarrhoea or a notifiable and/or contagious illness;

Then the charity will rearrange the break at no additional cost at the earliest opportunity subject to the lead guest providing proof of any appointment letter or sick note from a GP.

m. Should the lead guest wish to cancel a confirmed break the security deposit will be refunded; however, the service fee is non-refundable.

n. Notifiable Illnesses – Should a member of the holiday party become unwell with sickness, diarrhoea, Coronavirus or other contagious or notifiable illness, Butlins will require you to cut your Respite Break short. If it is safe to do so you should travel home at the earliest opportunity. The Charity requests that the lead guest informs the Charity so a deep clean of the holiday home can be undertaken prior to the next guest's arrival.

o. Security Deposits – These are held against accidental and malicious breakages and damages as well as theft. Any breakages, damages or theft will be charged directly against the security deposit of the lead guest. Any charges in excess of the held security deposit will be invoiced to the lead guest and be payable within seven (7) days. If the Charity has not received payment of the invoice within thirty (30) days, the charity will take appropriate action within the small claims court to recover monies due, plus interest charged at the rate specified by HM Courts.

#### Deposit Deductions

Removal of TV wires/Logging out of streaming services	£100
Glasses/Crockery/Cutlery – broken, damaged or missing (per item)	£5
Deep Cleaning Fee	£250
- Spills & Strains to the carpets	
- Spills & Strains to chairs/sofas/curtains	
- Spills/Stains/Incontinence to bed or bedding	
- Smoking or vaping in or around the caravan	
- Pets or animals in the caravan	
Other replacements and repairs (starting at...)	£75+

Security deposits, after any applicable deductions will be returned to the lead guest who paid the deposit within 30 days of completion of the deposit return form.

p. The Charity will provide hired bedding for the holiday party for the duration of their stay for all beds. For the safety of babies and young children, bedding is not provided for the travel cot.

q. Although the Charity provides facilities such as internet access, digital television streaming services (such as Netflix & NowTV), these are provided as a good-will gesture for the Child and their family's convenience and the Charity is not responsible for breakdown or non-availability and they do not form part of the Respite Break contract.

r. Any guest making a nuisance or being abusive to any member of the Butlins staff or other guests on site will be asked to immediately vacate the holiday park and will not be entitled to reimbursement of their security deposit or entitled to further support from the Charity.

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

s. The charity doesn't allow smoking or vaping inside the holiday home or on the composite decking outside the caravans. Should evidence of smoking or vaping be found, the lead guest will be liable for the deep cleaning fee as specified in the deposit deduction table. Charging of vapes is also banned due to the risk of fire.

t. The Charity cannot allow any pets of any kind in their holiday home due to risks posed to immune compromised guests. Any evidence of pets being in our holiday home will mean the lead guest will be liable for the deep cleaning fee as specified in the deposit deduction table.

Assistance Dogs – The Applicant or lead guest must notify the Charity in advance if they have an assistance dog. In line with the Equality Act 2010, the Charity will make reasonable adjustments which will include booking the guests into alternative dog-friendly accommodation on site. The Charity also has a right to protect other people who may have other illness and disabilities under the Equality Act 2010 which means certain accommodations are kept dog free.

Emotional Support Animals (ESA) – The Charity is unable to accommodate ESA within their accommodation.

u. Any illicit drug use in or around the holiday home or on the holiday park will result in the break being forfeited and the party being asked to vacate the park immediately. The lead guest will be liable to the deep cleaning fee as specified in the deposit deduction table and the Charity reporting the drug use to the police for investigation and possible prosecution.

v. The Respite Break is also subject to the Butlins park terms and conditions which the lead guest can view directly on the Butlins website.

#### Section 7 – Counselling & Play Therapies

a. Counselling and Play Therapies are provided by the Charity as a combined service by the Charity and are suitable for children aged six (6) to seventeen (17) and is provided from dedicated rooms at the Charity's base in Halifax.

b. The Counselling and Play Therapy services are subject to a free initial assessment by a trained counsellor who will determine if the Charity's services are suitable for the Child.

c. The Child must be engaged and be willing to undergo therapy for the best possible outcomes and the counsellor will provide an ongoing assessment as to whether sessions should continue, pause or stop.

d. All counsellors at the Charity have appropriate training, receive ongoing personal development and follow BACP/NCS guidelines which includes them discussing cases with a counselling supervisor.

e. The Counselling services are provided to aid positive mental health as well as helping to deal with the diagnosis or an illness or disability, dealing with stress or anxiety, self-harming or the loss of a loved one. This is achieved through a range of ways, including:

- ❖ Talking therapy;
- ❖ Play therapy;
- ❖ Cognitive Behaviour Therapy (CBT);
- ❖ Timelines and diagrams;
- ❖ Solution focussing;
- ❖ Journaling;
- ❖ Coping mechanisms;
- ❖ Sensory room interaction.

At all times the counsellor will work with, and adapt their approach for the Child to provide the best possible outcomes.

f. Counselling and Play Therapies is provided subject to the Counselling Agreement being agreed to and signed by the parent or guardian of the Child.

g. Although a chargeable service, the Charity can offer discounted rates for Counselling and Play Therapies when bought in blocks of six (6) by family members. Outside Agencies will be charged as agreed by both parties prior to providing the service.

h. Counselling sessions are provided on a one-to-one basis between the counsellor and the Child and information within the session remains confidential. The Charity cannot divulge information to a third party without a court mandated order.

#### Section 8 – Outreach Counselling

a. Outreach Counselling is a counsellor or suitable professional provided to an Outside Agency such as a school or college for a fix fee.

b. The aim of the Outreach Counselling is to provide support to promote positive mental health to individuals or groups of individuals within the Outside Agencies premises.

b. Outreach Counselling can be provided to Outside Agencies as a one-off, fixed number of sessions or a per term basis.

c. Outreach Counselling sessions are a chargeable service with raised funds being used to support other children through the Charity's themes of support. Fees are normally charged in advance, or agreed payment blocks and are non-refundable. Late of failed payments will result in the Charity withdrawing their service.

#### Section 9 – Standards of Behaviour, Complaints & Reviews

a. The Charity's team member will at all times treat everyone with respect and behave in the best interests of the Child. If a team member of the Charity makes a determination that the Child may be at risk, the Charity has an obligation to inform appropriate authorities which may include children's social services and/or the police.

b. We expect at all times that the Applicant, the Child and/or any other person interacting with the Charity will treat team members with respect. The Charity has a zero-acceptance policy on abusive behaviour or violence towards its team members.

Should such behaviour happen over the telephone, the Charity team member will end the call immediately. Should such behaviour happen in person, the team member concerned will ask for the person concerned to leave the Charity premises.

The Charity reserves the right to terminate support to any family should they receive inappropriate behaviour. It is also the policy of the Charity to report serious incidents to the police for investigation.

c. Should the Applicant wish to raise a complaint to the Charity, this can be done directly in person, via email, letter or telephone. All complaints will be acknowledged within one week and usually a final response will be offered within 30 days. The full complaints policy and procedures is available on request from the Charity.

The charity will always try to communicate and resolve any issues directly with the Applicant in a friendly and informal manner, it is in both parties' best interests to ensure problems are resolved quickly, easily and to a mutual satisfaction.

d. The Charity welcomes Applicants to leave fair and honest feedback as a charity review on the Charity's website. This allows the Charity to gain an understanding of the service provided and help shape future support options.

e. Applicants may be invited by the Charity to become a featured family and have the option to share their story on social media, printed press, television or radio. Applicants who agree to this will be asked to complete a Publicity Form and include either photographs or a video message to be shared with the promotion.

#### **Section 10 – Invoices & Payments**

a. Invoices payable to the Charity are usually due for payment within seven (7) days. The invoice platform will send reminders by email and text to the Applicant automatically as they become due and again when they become overdue for payment.

b. Should an invoice remain unpaid after seven (7) days the Charity will continue to offer friendly and open reminders of the importance of ensuring payment is made in a timely manner, ensuring we refer the Applicant (or lead guest) back to our terms and conditions should it be appropriate.

c. Should an invoice become thirty (30) days or more overdue the Charity will inform the Applicant (or lead guest) that the debt will be filed with the county court resulting in the Applicant being given a County Court Judgement (CCJ) if the debt remains unpaid. The Charity will use an evidence-based system and liaise with the Money Claims service to enforce the CCJ to ensure funds due to the Charity are repaid.

d. The Applicant (or lead guest) will be responsible for the cost of any recovery action, including court fees, bailiff fees and interest charged at 8% per annum, charged at a daily rate.

#### **Section 11 – Warranties & Liabilities**

a. At no time does the Charity, its staff, agents or volunteers make any claim that the item(s) requested by the Applicant on behalf of the Beneficiary are suitable for the Child. It is up to the Applicant or the Child's parents or legal guardian (if different) to make this determination.

b. The title of any goods provided by the Charity or its suppliers immediately pass on to the applicant on receipt. The Charity offers no warranties or guarantees and any claim against defect or failure is to be held directly with the supplier. The Applicant agrees not to hold the Charity liable for any failure or defects.

c. Unless explicitly expressed by law, The Charity's staff, agents or volunteers are not responsible for any damages to property, personal injury or death caused by items provided by the Charity. And in any case where the Charity becomes liable, the maximum liability will be the cost of the item or service provided.

d. At no time does the Charity make any recommendation for any particular product or service. We do not offer advice about the suitability of an item to help or support any particular illness or ailment. The Charity provides their services on a good-will basis on the assumption the Applicant has made all necessary checks of the validity of claims on how an item or service will support the Child and how to use such items or services without harm or injury to the Child.

#### **Section 12 – Applicable Law**

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

b. Should any court action be required; all parties agree to third party mediation service and to abide by the decision made within the resolution mediation service.

c. Should mediation fail, all parties agree that any court action be within England and under English law.

d. If the courts decide any one part of this document is unlawful, the remainder of this document remains valid and enforceable.