The Gane Charitable Trust Travel Award 2024

# Terms and Conditions

 These terms and conditions apply to The Gane Charitable Trust Travel Award (“the Travel Award”). By submitting an application to the Travel Award in accordance with the terms and conditions below, the Entrant confirms that they have read and agrees to be bound by these terms and conditions. The Entrant should retain a copy of these terms and conditions for their information.

 For several years, The Gane Charitable Trust has provided an annual travel award for a student studying at Bath Spa University. The purpose is to encourage and support a student to travel abroad to study an aspect of design or craftsmanship. Further information regarding the Gane Trust can be accessed using the following link: https://www.bathspa.ac.uk/students/student-finance/scholarships-and-bursaries/the-gane-travel-award/

**HOW TO ENTER**

1. By submitting an application, via Apphub, the Entrant agrees to be bound by these terms and conditions.
2. The application process will run from 9am (GMT) on Friday 26th January 2024 (the "**Opening Date**") to 9am (GMT) on Monday 4th March 2024 (the "Closing Date") inclusive.
3. All applications must be received by Bath Spa University, via Apphub, no later than 9am (GMT) on the Closing Date. All applications received after the Closing Date are automatically disqualified.
4. To submit their application, the Entrant needs to complete and submit the online application form, accessed via Apphub by the Closing Date, in accordance with the instructions on Apphub. No purchase necessary.
5. Bath Spa University will not accept responsibility for applications that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
6. Applications will be judged by a panel of individuals from Bath Spa University’s School of Art, Film and Media and/or the School of Design. The decision of the panel (acting reasonably) will be final.
7. Bath Spa University will send the full names of the individuals who comprise the panel to anyone who sends an email to daro@bathspa.ac.uk, within one month after the Closing Date requesting details of the panel members.

**ELIGIBILITY**

1. Subject to clause 9 below, the Travel Award is open to individuals who are:
2. registered as a second year undergraduate student in either the Bath Spa University School of Art, Film and Media or Bath Spa University School of Design at the time they submit their application and when they are due to undertake the Funded Activity;
3. and are aged 18 years or over (“Eligible Students”).
4. For the avoidance of doubt, the Travel Award is not open to employees of Bath Spa University, their families, agents or any third party, who are directly associated with the administration of the Travel Award.
5. There is a limit of one application per person. Applications on behalf of another person will not be accepted and joint submissions are not allowed.
6. Bath Spa University will not accept applications that are:
7. automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications); and/or
8. incomplete.

1. Bath Spa University reserves all rights to disqualify an Entrant if their conduct is contrary to the spirit or intention of the Travel Award.

**AWARD**

1. Bath Spa University reserves all rights to disqualify an Entrant if their conduct is contrary to the spirit or intention of the Travel Award.
2. The award is for a maximum of £1000 (“the Award”) and 2 are available to be awarded. By accepting the Award, the Recipient agrees to adhere to these terms and conditions, including but not limited to the following obligations:
3. The Recipient will use the Award only for the purposes of carrying out the activities specified in their application (“Funded Activity”);
4. The Recipient will not make any significant change to the Funded Activity without Bath Spa University’s prior written agreement;
5. The Recipient will attend and participate in any events, as required by Bath Spa University, with donors and/or partners who support the Travel Award, other successful recipients and the wider Bath Spa University community;
6. Following the completion of the Funded Activity, the Recipient shall deliver a presentation to peers, staff of Bath Spa University and trustees of Gane Charitable Trust and provide a 2,000-word written report detailing how the experience has influenced their practice, studies, and future career, by the date specified by Bath Spa University. (Please see the guidance attached);
7. The Recipient shall contribute to and support any publicity regarding the Award, as required by the Gane Charitable Trust and/or Bath Spa University;
8. The Recipient shall provide regularly updates on the progress of their Funded Activity to the Development and Alumni Office of Bath Spa University, by sending information to the following email address: daro@bathspa.ac.uk. (The Recipient agrees and acknowledges that this information may be used in literature to promote the value of the Travel Award and Bath Spa University); and
9. The Recipient should recognize the Travel Award in any materials which they produce concerning the Travel Award. Wording such as: ‘Supported by the Bath Spa University Gane Charitable Trust Travel Award’ or any other wording, as specified by Bath Spa University should be used in these materials. (If the Recipient has any questions about this, they should contact the Development and Alumni Relations Office on: daro@bathspa.ac.uk.)
10. Bath Spa University accepts no responsibility for any additional costs or liabilities arising from the Funded Activity.
11. The Recipient is responsible for ensuring that they hold a valid passport, have adequate travel insurance and any necessary visas (if applicable). In addition, it is the responsibility of the Recipient to ensure that appropriate checks are carried out to ensure their safety including but not limited to seeking advice from the Foreign Office prior to any travel.
12. The Award shall be paid by way of two instalments, subject to the Recipient adhering to the terms and conditions and the following conditions:
13. Up to a maximum of £800 will be paid upon Bath Spa University receiving a handwritten letter or word processed letter addressed to the trustees of the Gane Trust accepting the Award and expressing their gratitude for the Award; and
14. Any remaining amount will be paid once the presentation (as described below) has been delivered to the trustees of the Gane Charitable Trust.

Payment shall be paid by electronic bank transfer into a UK bank account of the Recipient only. Payments cannot be made into the account of another person. The Award is not negotiable or transferable.

1. The Recipient accepts that the Award will not be made if Bath Spa University does not have available funds or is for any other reason unable or not permitted to provide the funds.
2. Bath Spa University will have no liability to the Recipient for any losses caused by a delay in the payment of the Award however arising.

**ANNOUNCEMENT OF AWARD**

1. The decision of the panel of individuals nominated by Bath Spa University is final and no correspondence or discussion will be entered into.
2. Bath Spa University will contact the Entrants who have been selected to receive the Awards by email, using the email address provided with their application (“Announcement Date”). Bath Spa University will not amend any contact information once their application has been submitted. In addition, Apphub will stipulate whether their application has been successful.
3. Bath Spa University must either publish or make available information that indicates that a valid award took place. To comply with this obligation, Bath Spa University will send the surname and county of the Recipient and, if applicable copies of their successful application, to anyone who emails daro@bathspa.ac.uk within three months after the Closing Date.
4. If a Recipient objects to any or all of their surname, county and winning application being published or made available, then they should contact daro@bathspa.ac.uk. In such circumstances, Bath Spa University must still provide the information and winning application to the Advertising Standards Authority on request.
5. The Recipient has 28 days from the Announcement Date to claim the Award by replying to the email notifying them that their application has been successful. If the Recipient does not claim the Award by this date, their claim will become invalid. The Award may not be claimed by a third party on the Recipient’s behalf.
6. Bath Spa University will make all reasonable efforts to contact the Recipient. If the Recipient cannot be contacted or is not available, or has not claimed their Award within 14 days of the Announcement Date, Bath Spa University reserves the right to offer the Award to the next eligible Entrant selected by the panel appointed by Bath Spa University that was received before the Closing Date.
7. Bath Spa University does not accept any responsibility if the Recipient is not able to take up the Award.

**LIMITATION OF LIABILITY**

1. Insofar as is permitted by law, the Bath Spa University, its agents or distributors will not in any circumstances be responsible or liable to compensate any Entrant and/or Recipient or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Award except where it is caused by the negligence of Bath Spa University its agents or distributors or that of their employees. The Recipient’s statutory rights are not affected.

**OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

1. All applications, reports and material submitted to Bath Spa University in relation to the Travel Award will become the property of Bath Spa University on receipt and will not be returned. By submitting an application, reports and any other material, the Entrant and/or Recipient agrees to:
	* 1. assign absolutely to Bath Spa University all your intellectual property rights held in the applications, reports and material with full title guarantee; and
		2. waive absolutely all moral rights,

in and to the Entrant’s applications, reports and material and otherwise arising in connection with the Entrant’s and/or Recipient’s applications, reports and material to which the Recipient and/or Entrant may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

DATA PROTECTION AND PRIVACY

1. Bath Spa University will process the Recipient’s and/or Entrant’s personal data in accordance with the following privacy policy: https://www.bathspa.ac.uk/about-us/governance/policies/privacy-for-students-and-applicants/

**GENERAL**

1. In the event of any changes to a Recipient’s status at Bath Spa University, Bath Spa University reserves the right to reassess whether the Recipient is eligible for the Award, which may result in the Recipient being required to repay all or some of the Award.
2. If the Recipient:
3. fails to complete all and/or any part of the Funded Activity;
4. fails to comply with any provision in the terms and conditions; and/or
5. is found to have misled Bath Spa University about any aspect of their application

then Bath Spa University may require the Recipient to repay all or part of the Award, at its absolute discretion.

1. The Recipient must promptly repay to Bath Spa University any money incorrectly paid to it either as a result of an administrative error or otherwise.
2. The Recipient will keep all invoices, receipts, accounts and other relevant documents relating to the expenditure of the Award for a period of at least six years following receipt of any monies to which they relate. These documents should be promptly presented to Bath Spa University if requested.
3. Bath Spa University may at its entire discretion change the activities supported by the Award, including the amount of the Award and changing the payment schedule for the Award. Any variation made under this clause will not take effect until 5 days after being notified by Bath Spa University to the Recipient.
4. If there is any reason to believe that there has been a breach of these terms and conditions, Bath Spa University may, at its sole discretion, reserve the right to exclude the Recipient and/or the Entrant from participating in the Travel Award
5. Bath Spa University reserves the right to hold void, suspend, cancel, or amend the Travel Award where it becomes necessary to do so.
6. These terms and conditions are governed by English law. If any Entrants and/or Recipients wish to take court proceedings, then they must do this within the courts in the United Kingdom.
7. The following definitions apply to these terms and conditions:

“Bath Spa University” means Bath Spa University an exempt charity and higher

education corporation, whose principal place of business is at Newton Park, Newton

St Loe, Bath BA2 9BN, United Kingdom.

“Entrant” means an Eligible Student, who has submitted an entry to the Competition, in

accordance with these terms and conditions.

“Recipient” means an Entrant, who receives an Award in accordance with the terms and conditions.

# Reporting on your experience

Our donors really want to hear from *you*. They want to know how their gift has benefitted you and your work, what the gift has enabled you to do and what you plan to do next.

When they hear of the positive impact on your life, they’re more likely to consider giving again and supporting another student like you.

There are two stages where contact must be made:

1. on being awarded the funds
2. when you’ve completed the activity you received the funds for.

You’ll be required to deliver a presentation to peers, staff and trustees and provide a 2,000-word written report detailing how your experience has influenced your practice, studies, and future career. Please ensure you send a copy of this report to daro@bathspa.ac.uk.

Your written report can take the form of an article, blog post, essay, ’zine, or website content. Your verbal presentation can include short videos, audio clips, drawings, sketches, and photos.

Your report will allow the development office to demonstrate the impact of external financial support and ensure that future students can benefit as you have.

# Contact details

* + External Affairs Unit, Bath Spa University, Newton Park Campus, Bath, BA2 9BN
	+ Email: daro@bathspa.ac.uk