

## **FINZI TRUST SCHOLARSHIP**

### **Terms and Conditions**

All Scholarship Applications and Awards will be on the following terms and conditions:

#### **1. Definitions**

**Application/Applicant:** The application for a Scholarship to fund the Project; and Applicant has a corresponding meaning

**Award:** The funds granted by the Trustees to a successful Applicant by way of Scholarship to finance the Project

**Scholarship:** The Scholarship to be awarded by the Trust

**Trust:** The Finzi Charitable Trust founded in 1969, operating through the Trustees

**Project:** The project that an Applicant proposes to undertake with a Scholarship awarded by the Trust, as submitted with the Application

**Trustees:** The trustees from time to time of the Trust

#### **2. The Project and Award**

2.1 The Trustees will consider Applications and will grant such Awards as they may in their sole and absolute discretion see fit.

2.2 In considering Applications, the Trustees will assess Projects on their vision, realism and practicability and may have regard to such other factors as they may in their absolute discretion consider appropriate.

2.3 The Trustees will not be required to give reasons for their decisions.

2.4 The Applicant confirms that the Project will be as set out in the application form and will be wholly undertaken by the Applicant personally (save insofar as any aspect is, with the written approval of the Trustees, exceptionally undertaken by anyone on behalf of and under the direct supervision of the Applicant).

2.5 The Project should be arts-based in the widest sense but must have a musical foundation.

Projects may involve practical experience, education or individual research but will not include attendance at courses or support for academic studies.

2.6 Projects may not relate retrospectively to work already done by the Applicant or currently in progress.

#### **3. Grant Funding**

3.1 Awards will not ordinarily be granted to supplement finance from other sources, whether public or private, though the Trustees may in their discretion do so.

3.2 Any offer of a Scholarship must be accepted in writing within four weeks of the date on which it is made by the Trust otherwise it will be deemed to be declined. The Project must be completed within the time frame stipulated in the Application, or if no time frame is stated, then within 18 months of the Scholarship offer being made.

3.3 The Trustees will pay the Award in three tranches. Transport costs (if applicable) will be paid on receipt of a Travel Agent's invoice or receipt. The balance of the Award less 10% will be paid no later than two weeks prior to departure where travel is involved or on commencement of the Project where travel is not involved. The remaining 10% of the Award will be paid when the Applicant's Final Report has been received.

3.4 On completion of the Project, the Applicant must provide an accounting to the Trust of the Trust's funding spent on the Project and must immediately refund any balance of the Award which was not spent on the Project.

3.5 If for any reason the Applicant does not pursue the Project after having received any part of the Award (including any payment of travel costs), the Applicant must refund the Trust any amount paid by the Trustees in respect of the Award.

3.6 The Applicant must for 3 years from the date of completion of the Project retain supporting receipts, vouchers, travel tickets, invoices and other proof of expenditure on the Project and must make this available to the Trustees if so required by the Trustees for the purpose of audit.

#### **4. Responsibility for the Project**

4.1 The Applicant will be entirely responsible for the Project and his/her own itinerary, arrangements, activities, safety, wellbeing and belongings in relation to the Project. The Trust and Trustees will not have any responsibility for anything that may arise in the course of the Project or of the Applicant's activities in relation to the Project.

4.2 Applicants must include in their budgets an amount to cover the reasonable and proper costs of personal and travel insurance insofar as either or both of these may be applicable, throughout the whole of the Project.

4.3 If the Applicant is offered and takes up a Scholarship involving travel or any other activity involving insurable risk, s/he must take out insurance cover with a reputable insurer in relation to all relevant risks including, by way of example and not limitation, accident or illness, cancellation and delay, loss, damage and theft of belongings, and public liability to third parties.

The Applicant must, if so requested, produce proof to the Trustees of having paid the relevant premium.

4.4 Applicants are not agents or representatives of the Trust nor are they authorised to act or speak on behalf of the Trust in any way.

4.5 Throughout the Project, the Applicant must act in a reasonable, proper and sensitive way in carrying out the Project. Insofar as any visas, work permits or other permissions may be required to enable the Project to proceed, the Applicant will be responsible for applying for and obtaining these. The Applicant must comply with the laws

and regulations of every country in which he or she is working and must at all times ensure that the good name and reputation of the Trust are not damaged by any activity undertaken directly or indirectly in relation to the Project.

**5. Warranties**

The Applicant warrants that:

- 5.1 S/he resides in the United Kingdom;
- 5.2 The information provided in the application form is true and correct to the best of the Applicant's knowledge and belief;
- 5.3 Any Award that may be granted to the Applicant will be used solely to meet the costs and expenses specified in the Application or as may be varied with the written approval of the Trustees;
- 5.4 No other third party funding has been or will be sought in connection with the Project without the written consent of the Trustees; and
- 5.5 S/he will if granted a Scholarship take out and pay the premium in respect of insurance as set out in Paragraphs 4.2 and 4.3 above.

**6. Reporting and Publishing**

6.1 The Report should be submitted within 3 months of the completion of the Project. It will be the Applicant's own work and should be a complete and accurate representation of the Project. The format and style may vary and, if appropriate, should be illustrated by relevant photos, musical notation or sound recordings.

The Applicants' brief biography should be attached to the Report. The Report is to be delivered as a pdf, a hard copy and with a version on memory stick.

- 6.2 Copyright in the Report remains vested in the Applicant but the Applicant grants a licence, free of royalty or charge to the Trustees (for the full copyright period). Such licence entitles the Trustees to upload the Report onto the website [www.geraldfinzi.org](http://www.geraldfinzi.org) and otherwise to publish or reproduce the Report, in whole or part as they see fit.
- 6.3 It is the responsibility of the Applicant to ensure that the Report does not infringe copyright or any other rights of any third parties.
- 6.4 If the Applicant publishes or authorizes publication, he/she will endeavour to ensure that the Trust is credited as having funded the Project and Report.

**7. Relevant law and forum**

- 7.1 In the event of any dispute or difference arising in connection with the Scholarship, the Award or any aspect of the Application or Project, it shall as far as possible be resolved by good faith negotiation. If this does not resolve the issues, then the parties agree to submit the issue(s) to mediation by an independent third party mediator agreed by them. The mediator may be a member of, or accredited mediator with, the Panel of Independent Mediators (PIM), the Centre for Effective Dispute Resolution (CEDR), the ADR Group, the Law Society's Civil-Commercial Mediation Panel, the Chartered Institute of Arbitrators or any reputable mediation body. If within 30 days of either party requesting mediation in writing (or such extended period as they may in writing agree) they cannot agree on a mediator or mediation does not result in the issues being resolved, then the parties shall be free to have their issues resolved through the courts of England and Wales, which shall have non-exclusive jurisdiction.
- 7.2 The law of England shall apply to the Application and to any dispute or difference that may arise in relation to it or to the Scholarship, Award or Project.

These terms and conditions are accepted and agreed

signature.....

date.....