



BLISS TRUST
Scholarship for study in the USA
Terms and conditions

1. Purpose of Scholarship

The Trust will from time to time, and in any event not more than once each year, award a Scholarship to a composer or composition student seeking to develop their work as a composer in the USA either:

- a. through full engagement in a course of study at an appropriate educational institution in the USA or
- b. through a period of private study with an established composer based in the USA.

2. Eligibility

To be eligible for a Scholarship Applicants must:

- a. be a British citizen or have been continuously resident in the UK for five years at the date of making their application;
- b. demonstrate that they have a track record as a composer or that they are currently pursuing a course which includes the study of music composition at a British university or other college of higher education and
- c. demonstrate that they have secured a place or a conditional offer either to study at an educational institution in the USA or to study privately with an established composer in the USA in accordance with the purpose of the Scholarship as outlined in paragraph 1 above.

3. Application

- a. The Trust will only consider applications received from Applicants who have completed the application form available at www.blisstrust.org and who have provided all supporting materials referred to therein.
- b. The Applicant warrants that the information in the application form shall be true and correct to the best of the Applicant's knowledge and belief.

4. Scholarship award

- a. In making its decision as to whether to award a Scholarship the Trust will take into account all relevant matters including the likely value to the Applicant of pursuing a chosen course of development in the USA.

- b. The decision to award Scholarships under this scheme shall be in the sole and absolute discretion of the Trustees and their decision shall be final.
- c. The Trustees shall not be obliged to provide any reason for their decisions.
- d. Any offer to award a Scholarship must be accepted in writing within six weeks from the date of offer, after which the offer shall be deemed to have been withdrawn.
- e. Scholarships are personal to the Applicant to whom they are awarded and are not transferable in whole or in part to any third party.

5. Responsibilities of Scholars

- a. Scholars shall be solely responsible for making all arrangements in connection with their chosen course of development in the USA including but not limited to:
 - i. all travel and accommodation arrangements and all necessary insurance cover;
 - ii. all visas and work permits as appropriate and
 - iii. securing any further funding they may require to attend and complete their chosen course of development.
- b. The Trust shall have no liability arising out of the Scholar's activities beyond the payment of the Award in accordance with paragraph 6 below.
- c. The Scholar shall apply the Award for the sole and exclusive purpose of meeting the expenses outlined in the Trust's offer of an Award unless otherwise agreed in writing by the Trust.
- d. The Scholar shall complete the chosen course of development within the period indicated in the application form or within two years from the date of the offer of the Scholarship, whichever is the shorter.

6. Payment terms

- a. The Award shall be payable in tranches to be agreed with each Scholar according to their particular circumstances and subject to delivery to the Trust of relevant invoices or receipts.
- b. The Trust reserves the right to withhold payment of the final 10% of the Award until completion of the Scholar's chosen course of development.
- c. The Scholar must refund to the Trust any part of the Award not used or required to complete the chosen course of development within four weeks of completing the same.

7. Cancellation

- a. If for any reason the Scholar does not pursue the chosen course of development

the Scholar shall inform the Trust without delay and shall reimburse to the Trust any part of the Award already paid to the Scholar.

- b. If for any reason the Scholar does not complete the chosen course of study the Scholar shall immediately inform the Trust and refund to the Trust any part of the Award already paid to the Scholar as the Trust shall in its absolute discretion consider appropriate in the circumstances.

8. On completion of chosen course of study

- a. The Scholar shall, within [eight] weeks of completion of the chosen course of study submit to the Trust a written report summarizing the nature of the chosen course of study and how the Scholar has benefitted from the same together with details of the Scholar's future plans for composition or further development arising out of the Scholar's experience in the USA.
- b. The Scholar hereby permits the Trust to use such report, in whole or in part, in the promotion of the Trust and the Scholarship scheme, including but not limited to inclusion on the Trust's website.

9. Definitions

The following words used in these Terms and Conditions shall have the meanings set out below:

- a. "Applicant" shall mean any composer or composition student meeting the eligibility criteria set out in paragraph 2 of these Terms and Conditions and who applies to the Trust for a Scholarship on the application form prescribed on the Trust's website at www.blisstrust.org.
- b. "Award" shall mean the money awarded to a Scholar in accordance with these Terms and Conditions.
- c. "Scholar" shall mean any Applicant to whom the Trust decides to award a Scholarship and who accepts the Trust's offer of a Scholarship in accordance with paragraph 4(d) of these Terms and Conditions.
- d. "Trust" shall mean the Bliss Trust and "Trustees" shall mean the Trustees from time to time of the Trust.
- e. "UK" shall mean the United Kingdom of Great Britain and Northern Ireland.
- f. "USA" shall mean the United States of America.

10. Miscellaneous

- a. Any dispute arising out of or in connection with these Terms and Conditions or any aspect of the Scholarship or Award shall, insofar as it is possible, be resolved by negotiation in good faith between the Trust and the Applicant or the Scholar, as the case may be. In the absence of being able to resolve the matter by negotiation the dispute shall be referred to mediation by an independent accredited mediator agreed by the parties. If the parties cannot agree on a mediator or if the dispute cannot be resolved through mediation then the parties may refer the matter to the courts of England and Wales.

b. These Terms and Conditions shall be governed by and construed in accordance with English law.

I have read and understood these Terms and Conditions and I hereby accept them:

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Signed by the Applicant

Dated theday of