

## **SAFS Africa award / Terms and conditions**

1. The Royal Agricultural University accepts no responsibility for any additional costs or liabilities arising from the Funded Activity.
2. 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.
3. 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.
4. The Royal Agricultural University will have no liability to the Recipient for any losses caused by a delay in the payment of the Award however arising.
5. Royal Agricultural University must either publish or make available information that indicates that a valid award took place. To comply with this obligation, the University will send the surname and county of the Recipient and, if applicable copies of their successful application, to anyone who emails [development@rau.ac.uk](mailto:development@rau.ac.uk) within three months after the Closing Date.
6. If a Recipient objects to any or all of their surname, county and winning application being published or made available, then they should contact [development@rau.ac.uk](mailto:development@rau.ac.uk). In such circumstances, Royal Agricultural University must still provide the information and winning application to the Advertising Standards Authority on request.
7. 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.
8. Royal Agricultural 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, the University reserves the right to offer the Award to the next eligible Entrant selected by the panel that was received before the Closing Date.
9. Royal Agricultural University does not accept any responsibility if the Recipient is not able to take up the Award.

### **LIMITATION OF LIABILITY**

10. Insofar as is permitted by law, Royal Agricultural 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 the 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**

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

12. Royal Agricultural 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**

13. In the event of any changes to a Recipient's status at Royal Agricultural University, Royal Agricultural 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.
14. If the Recipient:
- 15. fails to complete all and/or any part of the Funded Activity;
  - 16. fails to comply with any provision in the terms and conditions; and/or
  - 17. is found to have misled Royal Agricultural University about any aspect of their application
    - a. then Royal Agricultural University may require the Recipient to repay all or part of the Award, at its absolute discretion.
18. The Recipient must promptly repay to Royal Agricultural University any money incorrectly paid to it either as a result of an administrative error or otherwise.
19. 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 two years following receipt of any monies to which they relate. These documents should be promptly presented to Royal Agricultural University if requested.

20. Royal Agricultural 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 Royal Agricultural University to the Recipient.
21. If there is any reason to believe that there has been a breach of these terms and conditions, Royal Agricultural University may, at its sole discretion, reserve the right to exclude the Recipient and/or the Entrant from participating in the Travel Award
22. Royal Agricultural University reserves the right to hold void, suspend, cancel, or amend the Travel Award where it becomes necessary to do so.
23. 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.
24. The following definitions apply to these terms and conditions:

“Royal Agricultural University” means Royal Agricultural University an exempt charity whose principal place of business is at Royal Agricultural University, Cirencester, Gloucestershire, GL7 6JS.

“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