

BURSARY Terms and Conditions

1. Introduction

- a) These are the Bursary terms and conditions if applying for a bursary with Challenge Wales Ltd onboard one of its vessels or participating in a Challenge Wales activity.
- b) These Bursary Terms and Conditions are subject to change without notice, clients should ensure that they have read the latest version (referring to the revision number of the Bursary Terms and Conditions which can be found at the footer of these Bursary Terms and Conditions), and which can be obtained from the Charity's website, or the Challenge Wales office, or directly from the Booking Form or Group Booking Form before booking a voyage.
- c) Please read these terms carefully before you submit your booking form
- d) The Bursary Terms and Conditions must be read by those applying for a Challenge Wales bursary to help financially subsidise a voyage(s).
- e) If you have any queries relating to these Bursary Terms & Conditions, please contact Challenge Wales in advance of submitting your Booking Form so we can resolve these queries with you. By signing and submitting the Booking Form you will be declaring that you have read, understood and agree to these Bursary Terms and Conditions.
- f) Challenge Wales aims to make sail training as accessible as possible and help young people who may not be able to afford the full fee. Bursary funding is limited and often restricted to Challenge Wales' fundraising capabilities. This means competition for bursary funding may be high and cannot always be guaranteed.
- g) If you have previously applied for bursary funding in the past then you can apply again.

2. Terms

- a) "Booking" means any booking that you apply for via a Challenge Wales Booking Form.
- b) "Booking Form" means a Challenge Wales booking form which is available on the website or via the Challenge Wales office which has been completed by you and submitted to Challenge Wales for consideration.
- c) "Group Booking Form" means a Booking relating to more than one Trainee
- d) "Charity" refers to Challenge Wales, Crown House, Windsor Road, Penarth, Vale of Glamorgan, CF64 1JG.
- e) "us" or "we" means Challenge Wales Limited
- f) "you" means you, the party submitting the Bursary Form
- g) "Voyage Fee" means the fee/cost that is payable for the Voyage (excluding Travel Insurance or transport costs to and from the ports)

- h) “Open Access Voyage” means when someone attends a voyage on their own and complete a booking form
- i) “Group Voyage” means when a booking is made for more than one trainee and a group booking form is received.
- j) “Voyage Report” means a short report, with or without pictures, that informs the funder of the activities that you did when onboard the boat. This might be in a format of your choosing or a Challenge Wales format.

3. Information about us and how to contact us

- a) We are Challenge Wales Limited, a company incorporated and registered in England and Wales with the Company Number: 05342397
- b) You can contact us by phone on 029 20 704657 or by writing at Challenge Wales, Crown House, Windsor Road, Penarth, Vale of Glamorgan, CF64 1JG or in writing to us at reservations@challengewales.org
- c) If we have to contact you we will do so by using the contact details you have provided us in the Booking Form.
- d) Where in these Bursary Terms and Conditions we refer to communication “in writing”, that communication may be by email. By agreeing to these Bursary Terms and Conditions you agree that we may communicate with you in that way for the purposes of the Booking.
- e) The Bursary Terms and Conditions can be found on our website; www.challengewales.org, and on the Bursary Application Form, on a Group Booking Form and on a Booking Form.

4. Financial Situation and Eligibility

- a) Those eligible for bursary funding must be aged between 12 – 25 years.
- b) Those applying for bursary funding must demonstrate the need for financial support on their application form. Failure to do so or partially completed information may result in an application being declined.
- c) To be eligible for the bursary funding you agree to send a written or video report of the voyage within 21 days of your return from the voyage.
- d) The bursary opportunity becomes available once a completed booking form for the voyage is received by the Challenge Wales office or if a berth is provisionally reserved. The Challenge Wales office will be able to provisionally confirm if any funding is available prior to you booking. We cannot guarantee any funding will be allocated.
- e) A bursary is valid for a specific voyage and cannot usually be transferred to another voyage, but you are welcome to apply again on future occasions if eligible

5. Payment when in breach of the Bursary Terms and Conditions

- a) **If attending on your own as part of an Open Access voyage:** If you fail to submit a voyage report within 21 days from the end of the voyage or fail to attend the activity then you will be liable for the full cost of your place on the activity and will be invoiced for this (see section 5

of the Bursary Application Form CWF109) and payment will be due immediately. This will be for the full amount without bursary.

- b) **If attending as part of a group:** If you fail to submit a voyage report within 21 days from the end of the voyage or fail to attend the activity then the group organiser will become liable for the full cost of the place on the activity and will be invoiced for this (see section 5 of the Bursary Application Form CWF109). The Group organiser may or may not ask you to repay some or all of the cost.

6. Accepting a Bursary

- a) Should a bursary not be confirmed as being accepted within 14 days of it being offered then the bursary offer will be declined to enable Challenge Wales to re-distribute it to other young people.
- b) By accepting the bursary, recipients acknowledge and agree to these Bursary Terms and Conditions and must sign the Bursary Application form to agree to the Bursary Terms and Conditions
- c) The Bursary Terms and Conditions form must be signed by a parent/guardian or if 18 or over should be signed by the participant.

7. Challenge Wales Standard Terms and Conditions

- a) Challenge Wales standard Terms and Conditions apply.
- b) Section 13 of Challenge Wales Terms and Conditions states that a non-refundable deposit of 25% of the total cost of the required number of trainee berths is required to secure the berths. However, if bursary funding is being applied for then we may ask for a lesser amount of funding (such as 10% of the full cost).

8. Appealing an unsuccessful Bursary Application

- a) There may be a number of reasons why a bursary application is unsuccessful where you don't get the amount requested. This is not limited to lack of funds, missing information on the application form. A funders decision is final. This does not mean you cannot reapply in the future.

9. Data Protection

- a) The information collated in the Bursary Application Form is purely used to administer the bursary and is not used in any other way. If successful, the bursary application form is retained for 7 years as evidence of funding being received. After this time the form will be destroyed. The information on a bursary form may be used anonymously when applying to funders or a name/initials used to identify each participant.

10. Jurisdiction

- a) This agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract

between the parties or its subject matter or formation (including non-contractual disputes or claims), irrespective of where in the world the yacht happens to be, or where in the world any issue arises.

- c) Disputes may, when they cannot be resolved by negotiation, with the written agreement of the Parties, be submitted to mediation.
- d) If a court finds part of this agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operate separately.
- e) Nothing in the clause shall affect the right of the Parties to submit any dispute to the Courts of England & Wales (or of Scotland if the Seller's address shall be in that country).

Challenge Wales is a company limited by guarantee, Company Reg No. 05342397.
Registered Charity No. 1111859. VAT Reg. No GB 930532352

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