

## Terms & Conditions Pitch Perfect

These terms and conditions govern any application to the Pitch Perfect Programme (“**the Programme**”) run by The Space Community Interest Company (“**The Space**”). Please read these terms and conditions carefully before applying. By applying, you accept these terms and conditions and agree to comply with them.

1. The Programme is open to all individual artists, creative practitioners and cultural and heritage organisations based in the West Midlands.

For individual artists, this means that at 1 September 2022, the lead artist(s) must be resident, studying or working in the West Midlands, UK.

Cultural or heritage organisations must have a registered office in the West Midlands. Organisations can include museums, libraries, community organisations and local authorities, where the project has a cultural focus.

The “West Midlands” is defined as comprising the following local authorities: Birmingham, Bromsgrove, Cannock Chase, Coventry, Dudley, East Staffordshire, Herefordshire, Lichfield, Malvern Hills, Newcastle-under-Lyme, North Warwickshire, Nuneaton and Bedworth, Redditch, Rugby, Sandwell, Shropshire, Solihull, South Staffordshire, Stafford, Staffordshire Moorlands, Stoke-on-Trent, Stratford-on-Avon, Tamworth, Telford and Wrekin, Walsall, Warwick, Wolverhampton, Worcester, Wychavon, Wyre Forest.

2. Only one application can be submitted by each applicant.
3. The person who submits your application is responsible for compliance with the Terms and Conditions by anyone participating in your application or project.
4. The person who submits your application must be aged 18 or above on the date of the submission deadline. Proof of age and identity may be requested.
5. Nobody participating in your application can be employed by The Space or Arts Council England.
6. The deadline for applications is **5pm on Thursday 15 September 2022**.
7. We will acknowledge your application with an email when we receive it. Your application will then be assessed using the criteria and process set out in the Application Guidance
8. The decision of The Space about the eligibility of applications, those shortlisted and those selected to be contracted is final. We will not enter into correspondence about applications that are not selected.
9. By submitting your application, you confirm that all information submitted by you is true, accurate and complete.

10. If we choose to shortlist your project or invest in its development or it proceeds to a full commission, you will permit The Space to conduct background checks to verify any of the information you have supplied. You agree to provide us with any assistance or further information necessary to do this.
11. The Space will only use the information that you provide, including your personal data (“**the Provided Information**”), for the following purposes (“**the Purposes**”):
  - Administering the application process
  - Monitoring the diversity of applicants
  - Selecting and contracting successful applicants
  - Evaluating the outcomes and impacts of the programme
  - Evaluating The Space’s performance in managing the programme

You agree that we may share the Provided Information with our funders and our contracted freelance associates, subject to appropriate confidentiality agreements and only to the extent necessary to enable the achievement of the Purposes. Please see our [Privacy Notice](#) for further information on our management of personal data.

12. Applications will be assessed based on the quality of answers in the application form and their fit with the Programme's selection criteria:
  - Originality and creative ambition
  - Applicant’s creative experience
  - The likelihood that the idea, with development support, may be commissioned by a UK broadcaster.

In addition, balancing criteria may be applied during the selection process to ensure a range of individuals and organisations are supported in terms of: art form(s); location of applicant; scale of organisation applying; diversity of applicants in terms of protected characteristics.

13. If your application is successful, you agree to meet the following Programme requirements:
  - 13.1. To ensure those involved in your application can devote sufficient time to the programme and are available to attend training sessions and development meetings in autumn/winter 2022/23.
  - 13.2. To support the reporting and evaluation process for this programme by completing feedback forms, participating in a confidential feedback interview and potentially sharing insights via case study material for the benefit of the sector.
14. You agree to keep all information relating to your application and the selection process confidential. You will not make any public statement about your application or the selection process without getting our approval beforehand in writing.
15. Your participation in the application process does not constitute an agreement with The Space or any broadcaster to commission or broadcast your work.

16. The Space is not liable for any direct or indirect loss or liability, costs, claims, taxes, charges or expenses resulting from your participation in the Programme or from any actions you may take based on advice given by The Space's staff, associates or by other participants during the Programme.
17. If any successful application is withdrawn, we may select a replacement, but we will not be obliged to do so.
18. The Space reserves the right to vary or cancel the Programme or these terms and conditions at any time at its sole discretion. In this event, a notice will be posted on: <http://www.thespace.org>

*Last updated: 23 June 2022*