

ELSA Law Schools Terms and Conditions

Please read these terms carefully before submitting your Application. These terms and conditions inform you who we are, who will provide services to you, how services will be provided to you, how you and we may amend or terminate the agreement, what to do if there is a problem and other important information.

1. General

These Terms and Conditions form an agreement between you and the Organising Committee of the ELSA Law School. This Agreement sets forth the general terms and conditions of the services provided to you.

2. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the following meaning:

“Agreement” refers to these Terms and Conditions, the Code of Conduct, and any other documents mentioned herein.

“ELSA” refers to the European Law Students' Association, Boulevard Général Jacques 239, Brussels B-1050, Belgium, and/or its members and observers (both as defined by the internal regulations of ELSA, which are publicly available) as the context may require.

“International Board of ELSA” refers to the supreme executive body of ELSA.

“Organising Committee” and “OC” refer to the relevant ELSA chapter(s) in the city or country of the ELSA Law School that is responsible for organising the ELSA Law School as specified on the ELSA Law School Page. Each Organising Committee is affiliated with ELSA, but each is a different legal entity or association of individuals.

“ELSA Law School” refers to the event specified in the relevant subsection of the ELSA Law Schools Portal to which you are applying to when submitting your Application.

“ELSA Law Schools Portal” refers to the following website: <http://lawschools.elsa.org/>, including all its subsections (e.g., “About”, “FAQ”, etc.).

“ELSA Law School Page” refers to the specific page on the ELSA Law Schools Portal of the ELSA Law School that you are applying to in your Application.

“Participation Fee” refers to the cost specified on the ELSA Law School Page that you need to pay to be able to participate. There are specific rules on how to qualify for a fee category depending on the ELSA group you are a member of (or lack thereof) as set forth in this Agreement.

“Additional Fees” refers to the optional fees for further services, including but not limited to extra nights, transfers between the airport/bus station/port/train station and the accommodation of the ELSA Law School, gala dinner, gala ball, or additional excursions, as provided on the ELSA Law School Page or as agreed between you and the Organising Committee at a later point in time.

“Total Participation Fee” refers to the Participation Fee applicable to you and the Additional Fees that you have selected in the Application or that you have agreed upon at a later point in time with the Organising Committee.

“Application” refers to the form, including all its attachments and linked documents, you filled in via the link provided on the ELSA Law Schools Portal.

“Participant” refers to you after you have been informed through email by the Organising Committee confirming that you have been accepted as a Participant and that payment of the Total Participation Fee is required.

“Acceptance” refers to when the Organising Committee informs you that your Application has been accepted.

“Code of Conduct” refers to the code of conduct linked in the Application to which you agreed to in the Application.

“Data Privacy Policy” refers to the data privacy policy linked in the Application, to which you agreed to in the Application.

“Duration of the ELSA Law School” refers to the duration of the ELSA Law School, starting with the Beginning of the ELSA Law School and ending with the End of the ELSA Law School.

“Beginning of the ELSA Law School” refers to the start date (at 00.01h local time in the city of the ELSA Law School) as specified on the ELSA Law School Page or as amended and notified by the Organising Committee to you.

“End of the ELSA Law School” refers to the end date (at 23.59h local time in the city of the ELSA Law School) as specified on the ELSA Law School Page or as amended and notified by the Organising Committee to you.

“Section” refers to a section of this Agreement.

3. Acceptance of the Application

- 3.1.** The acceptance of your Application by the Organising Committee will take place when the Organising Committee notifies you that your Application has been accepted. At that point, all rights and obligations of this Agreement will come into force between you and the Organising Committee.
- 3.2.** Before you receive an Acceptance, only Sections 1, 2, 3, 4, 14, 15, 16, 17, and 18 are in force between you and the Organising Committee. If you do not receive an Acceptance by the time the International Board of ELSA informs you that the selection period is over, this Agreement is automatically terminated immediately, with neither party having any rights under it unless otherwise agreed with the Organising Committee.
- 3.3.** It is the Organising Committee specified in the ELSA Law School Page and Application that you are in agreement with and not the International Board of ELSA or the legal entity known as ELSA.
- 3.4.** The Organising Committee has full discretion in selecting which applications to accept. In doing so, they are obliged to consider the whole Application, including the motivation letter and CV, while aiming to make the ELSA Law School as diverse as possible.

4. Number of Applications & Your Right to Withdraw the Application

- 4.1.** At any point after you submit your Application and before you receive an Acceptance of the Application, you can withdraw the Application by contacting the email address specified on the ELSA Law School Page relevant to the particular ELSA Law School you have applied to and by informing the International Board of ELSA at seminarsconferences@elsa.org.
- 4.2.** You may only submit a maximum of three applications in each application period as specified in the Applications. If you submit more than three Applications, none of your Applications will be regarded by the Organising Committees.

5. Content of the Agreement

- 5.1.** The services provided during the Duration of the ELSA Law School are described on the ELSA Law School Page in this Agreement, and the Quality Standards are available on the ELSA Law School Portal. While all care has been taken to keep the mentioned information and documents up-to-date, the Organising Committee reserves the right to reasonably amend the services provided.
- 5.2.** The following items are included in the Participation Fee during the Duration of the ELSA Law School: the academic programme; the social programme (excluding the consumption of drinks where not otherwise agreed between the Organising Committee and the Participant); the cultural programme (e.g. sightseeing); accommodation; breakfast for every day excluding the day of arrival; lunch for every day excluding either the day of arrival or the day of departure; dinner for every day excluding the day of departure; transportation during the official programme of the ELSA Law School, and administrative costs.
- 5.3.** Travel costs, health and travel insurance, transport or travel to the location of the ELSA Law School, and other costs not expressly included in this Section 5. or the Additional Fees are not included in the Total Participation Fee and have to be borne by the Participant.

6. Obligations of the Organising Committee

- (a)** To provide the Participant with services as described in Section 5. of this Agreement.
- (b)** In due time after the payment of the Total Participation Fee and if indicated in the Application, provide the Participant with the documentation (specifically an invitation letter) reasonably

needed for visa application or travel arrangements that are made for the purposes of attending the ELSA Law School;

- (c) Provide the Participant with a certificate of participation if the respective Participant has attended at least 85% of the academic programme;
- (d) Not to request fees in addition to the Total Participation Fee and accommodation deposit other than for damage or similar loss caused to the Organising Committee or any of its partners or providers, such as damage to the hotel or other premises.

7. Obligations of the Participant

7.1. The Participant agrees to:

- (a) Make payment for the Total Participation Fee within the time stipulated by the Organising Committee after confirmation of Acceptance as a Participant by the Organising Committee;
- (b) Provide evidence of the Participant's membership in an ELSA chapter when requested by the Organising Committee;
- (c) Obtain sufficient health and travel insurance;
- (d) Obtain a visa and/or any other travel documents (including but not limited to PCR tests, proof of vaccination and/or proof of recovery from certain illnesses and in certain periods as required by the Organising Committee or the competent authorities of the country in which the ELSA Law School takes place [e.g. recovery from Covid-19 in the past six months]) where needed and when requested by the Organising Committee;
- (e) Provide the Organising Committee with all information necessary in the context of the ELSA Law School within the timeframe stipulated by the Organising Committee;
- (f) Comply with the instructions of the Organising Committee before and during the ELSA Law School;

- (g) Act in a way that respects the vision of ELSA to ensure a safe space for everyone through respectful behaviour, respect towards differences, and common understanding, as well as to behave in line with the Code of Conduct;
- (h) Fill in an evaluation form provided by the International Board of ELSA after the End of the ELSA Law School.

7.2. Disciplinary Measures

- (a) You hereby agree to abide by the instructions the Organising Committee introduces before or during the ELSA Law School. If you are found in breach of these instructions, it is in the reasonable discretion of the Organising Committee, who are to consider fairly the seriousness of the misconduct, to give you a written warning or expel you from the ELSA Law School without having the right to any refund.
- (b) If you are found in possession or using illicit drugs, as defined by the law of the country of the ELSA Law School, during the ELSA Law School, you will be required to leave immediately without having the right to any refund, and this information will be forwarded to the relevant authorities.
- (c) The Organising Committee will proceed to the necessary cooperation with authorities in case proceedings are launched against the participant. If such proceedings would jeopardise the ELSA Law School, the Organising Committee reserves the right to expel the participant from the ELSA Law School without any right to refund.
- (d) In case of a breach of the Code of Conduct by you, the Organising Committee, at its reasonable discretion, can take the disciplinary measures outlined in the Code of Conduct without you having the right to any refund.
- (e) If provisions of this Section 7.2. contradict the Code of Conduct in any way, the provisions of the Code of Conduct shall prevail.

8. Fees and Payment

- 8.1. The amount of the Participation Fee depends on your ELSA membership or lack thereof. ELSA members from favoured or non-favoured countries pay the fees (regulated by internal ELSA

regulations) as provided on the ELSA Law School Page, which may vary for each ELSA Law School. The participation fees for other categories of participants (including but not limited to non-members of ELSA, members of partner organisations of ELSA, or Alumni of ELSA) are not regulated by internal ELSA regulations and vary with each ELSA Law School as provided on the ELSA Law School Page.

- 8.2. The list of favoured countries is specified in the Application. All the other ELSA countries are considered non-favoured. Your membership of an ELSA chapter (or lack thereof) is decisive for applying the respective Participation Fee category, not your nationality or country of residence.
- 8.3. You hereby agree to pay the Participation Fee as provided on the ELSA Law School Page based on your membership status. You further agree to pay the difference if mistakenly classified into the wrong fee category.
- 8.4. You hereby also agree to pay the Additional Fees for services that you have selected in the Application or, at a later point, have agreed on with the Organising Committee.
- 8.5. You shall pay all the fees, including but not limited to the Total Participation Fee, to the designated bank account by the date specified in the email confirming the Acceptance of your Application by the Organising Committee. You are responsible for the transfer costs unless agreed otherwise with the Organising Committee.

9. Organising Committee's Rights & Cancellation by the Organising Committee

- 9.1. The Organising Committee reserves the right to change the ELSA Law School schedule, programme, and venues. The programme details and venues have been published on the ELSA Law School Page and on any other channels (including but not limited to Instagram, Facebook, LinkedIn, etc.) in good faith at the time of publication. However, the venues, the academic, social, or cultural programme content, and the speakers are subject to change.
- 9.2. If not enough participants of sufficient quality are selected, the Organising Committee reserves the right to cancel the ELSA Law School, terminate this Agreement, and refund you the Total Participation Fee you have paid. The Organising Committee is not liable for any other costs you have incurred in connection with the ELSA Law School, including but not limited to travel costs.

- 9.3.** The Organising Committee reserves the right to cancel the ELSA Law School at any point in whole or in partial (i.e., by cancelling certain parts of the ELSA Law School) due to the governmental restrictions that would prevent the ELSA Law School from happening, which are connected with an epidemiological situation or other instances of Force Majeure referred to in Section 13. The liability of the Organising Committee in case of such a whole or partial cancellation is described in Section 13.
- 9.4.** In case you (a) do not confirm your participation by e-mail within five days after being notified about your Acceptance, or (b) do not pay the Total Participation Fee by the time specified in the acceptance of the Application email, the Organising Committee has the right to terminate this Agreement with immediate effect, with neither party having any rights under it. Such termination shall take effect with the dispatch of the email informing you about the termination of this Agreement.
- 9.5.** The Organising Committee reserves the right to request proof of vaccination with or without the applicable booster, proof of a negative PCR test, or proof of recovery from certain illnesses in certain periods as required by the Organising Committee or the competent authorities of the country in which the ELSA Law School takes place, depending on the requirements indicated on the ELSA Law School Page, in the Application, or communicated by the Organising Committee at a later point, to allow the Participant to participate in the ELSA Law School. Those proofs shall only be submitted by the Participant after the payment of the Total Participation Fee. The Organising Committee further reserves the right not to reimburse the Total Participation Fee transferred by the Participant if the latter cannot provide the Organising Committee with the necessary proof(s) before the Beginning of the ELSA Law School.
- 10. Participant's Rights**
- 10.1.** Should the Organising Committee breach the Quality Standards of ELSA Law Schools or should the Organising Committee not provide the services as described in Section 5.1., the Participant may request a reimbursement or compensation. The decision on whether a reimbursement or compensation will be granted, as well as their exact amount, shall be defined and set through the mediation procedure described in Section 17.1.
- 10.2.** If the services to be provided under the Additional Fees have been paid by the Participant and have not been provided by the Organising Committee, the Additional Fee for those services not

provided shall be refunded in full. Any disputes regarding this Section 10.2. shall be settled through the mediation procedure described in Section 17.1.

11. Refund Policy for Cancellations by the Participant

11.1. In the event that you as a Participant do not participate in the ELSA Law School for any reason (including but not limited to the impossibility of travelling to the city of the ELSA Law School for any other reasons as specified in Section 12.2), your right to request a refund of your Total Participation Fee from the Organising Committee is regulated by the following provisions:

- (a) If you cancel your participation in the ELSA Law School, and you duly notify the Organising Committee of such cancellation 60 or more days before the Beginning of the ELSA Law School, you shall be entitled to a refund amount of 70% of the Total Participation Fee, from which bank transaction fees of up to a maximum of EUR 40.00 may be deducted.
- (b) If you cancel your participation in the ELSA Law School, and you duly notify the Organising Committee of such cancellation 46 or more days before the Beginning of the ELSA Law School, you shall be entitled to a refund amount of 50% of the Total Participation Fee, from which bank transaction fees of up to a maximum of EUR 40.00 may be deducted.
- (c) If you cancel your participation in the ELSA Law School, and you duly notify the Organising Committee of such cancellation 31 or more days before the Beginning of the ELSA Law School, you shall be entitled to a refund amount of 30% of the Total Participation Fee, from which bank transaction fees of up to a maximum of EUR 40.00 may be deducted.
- (d) If you cancel your participation in the ELSA Law School, and you duly notify the Organising Committee of such cancellation 15 or more days before the Beginning of the ELSA Law School, you shall be entitled to a refund amount of 15% of the Total Participation Fee, from which bank transaction fees of up to a maximum of EUR 40.00 may be deducted.
- (e) If you cancel your participation in the ELSA Law School, and you duly notify the Organising Committee of such cancellation fewer than 15 days before the Beginning of the ELSA Law School, you shall not be entitled to a refund of the Total Participation Fee.

- 11.2.** The Organising Committee can refund more than the specified amounts referred to in Section 11.1. at their own discretion.
- 11.3.** The Organising Committee shall have the right to deviate from the specified amounts referred to in Section 11.1. if the Organising Committee can provide written documents, including but not limited to bank transfers, receipts, communication exchanges, and invoices, to the International Board of ELSA that evidence the Organising Committee has incurred higher costs that cannot be recovered from third parties. Any additional income to the Total Participation Fees (e.g., income from partners or grants) shall be included in the calculation of costs incurred. Costs covered by other incomes shall not be understood as costs incurred. The International Board of ELSA shall inform you of its decision if the Organising Committee can deviate from the specified amounts referred to in Section 11.1.
- 11.4.** The Organising Committee shall not refund any costs for activities that take place during the ELSA Law School that a Participant does not attend or wishes not to attend.
- 11.5.** The Organising Committee is obliged to dispatch any refunded amounts within 21 days following the End of the ELSA Law School. Under no circumstances shall interest accrue or be charged on any refunds.

12. Limitation of Liability

- 12.1.** The Organising Committee does not accept liability for loss or damage(s) to the Participant's personal property and belongings not caused by the Organising Committee.
- 12.2.** The Organising Committee shall not be liable for any loss connected to the visa application or travel arrangements and shall only provide a refund of the Total Participation Fee in line with Section 11. if the visa or permission to travel was not granted to the Participant (this includes the impossibility of the Participant traveling in case of failure to comply with the sanitary measures in force in the country where the ELSA Law School is being hosted). However, this Section, 12.2 is subject to the obligation of the Organising Committee to act reasonably and to provide the documentation to support the visa application or travel arrangements in time.
- 12.3.** The Organising Committee does not exclude or limit their liability to the Participant, where it would be unlawful. This includes liability for death or personal injury caused by their negligence or the negligence of their Organising Committee members, agents or subcontractors; fraud or

fraudulent misrepresentation; and breach of the Participant's legal rights in relation to the services.

- 12.4.** The Organising Committee or ELSA shall not be held liable in case of any health infections that may occur during the ELSA Law School (including contamination of COVID-19 and other known or unknown diseases).
- 12.5.** The Organising Committee or ELSA shall not be held liable for any costs incurred due to any health infection (including but not limited to medical or quarantine costs).
- 12.6.** The Organising Committee or ELSA shall not be held liable for any costs (including but not limited to travel, visa, or accommodation costs) due to a disciplinary measure taken by the Organising Committee in line with Section 7.2. (including but not limited to measures as outlined in the Code of Conduct).

13. Force Majeure

- 13.1.** The Organising Committee shall not be liable for any failure or delay in the performance, in whole or part, of any of the obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to act of God; war; riot; civil commotion; malicious damage; compliance with any law or governmental order; rule regulation or direction; accident; the breakdown of plant or machinery; fire; earthquakes, flood; storm; pandemics (for ongoing pandemics, when government measures are in place, including but not limited to the restriction of mass gatherings or international travel), epidemics or other communicable disease or infection outbreaks whether national or international, public health emergency; a failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.
- 13.2.** If the ELSA Law School is cancelled in whole or partially due to any reasonable circumstances listed in Section 13.1., the Organising Committee will not be held liable by the Participant for any damages, costs, or losses incurred, including but not limited to travel and visa costs, and financial losses.
- 13.3.** In case of Force Majeure, the Organising Committee reserves the right not to reimburse the amount of the Total Participation Fee for which the Organising Committee already incurred costs for the organisation of the ELSA Law School that could not be recovered from third parties if

the Organising Committee can provide written documents, including but not limited to bank transfers, receipts, communication exchanges, and invoices, to the International Board of ELSA that evidence the Organising Committee has incurred higher costs that cannot be recovered from third parties. Any additional income to the Total Participation Fees (e.g., income from partners or grants) shall be included in the calculation of costs incurred. Costs covered by other incomes shall not be understood as costs incurred. The International Board of ELSA shall inform the Participant of its decision if the Organising Committee can deviate from the specified amounts referred to in Section 13.3.

14. Miscellaneous

- 14.1.** This Agreement is between you and the Organising Committee. No other person than you, the Organising Committee, and ELSA shall have any right to enforce any of its terms. Nobody else has any rights under this Agreement, and this Agreement, as well as any rights under it, is not assignable.
- 14.2.** Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides they are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3.** The Organising Committee reserves the right to take necessary steps within one year after the End of the ELSA Law School.
- 14.4.** The International Board of ELSA reserves the right to unilaterally modify this Agreement or its policies relating to the ELSA Law Schools project upon informing you and leaving you the right to terminate your Agreement with the Organising Committee.
- 14.5.** The International Board of ELSA, while not being a party to this Agreement, is fully competent in interpreting the terms and conditions and modifying them according to the relationship between the International Board of ELSA and the Organising Committee.
- 14.6.** All notifications or communications of the Organising Committee or ELSA in connection with the ELSA Law School or this Agreement dispatched to the email address you indicated in the Application shall be considered as received by you, irrespective of whether you actually received them. If you would like to amend your email address, you shall inform the Organising Committee

under the email address indicated on the ELSA Law School Page and ELSA under seminarsconferences@elsa.org about the change of your email address.

15. Privacy

- 15.1.** We process your personal data that we collect in accordance with the Data Privacy Policy, following the Regulation (EU) 2016/679 (General Data Protection Regulation) and, secondary, other relevant legislation. The following sections (15.2 - 15.5) supersede and complement the Data Privacy Policy.
- 15.2.** The Organising Committee and ELSA will use your personal data to provide the services and process your payment for such services.
- 15.3.** Your personal data will only be shared with any third parties or other ELSA-affiliated entities where the law or performance of this Agreement either requires or allows you to do so.
- 15.4.** You agree by entering into this Agreement that pictures and videos taken during the official programme of the ELSA Law School might be used for marketing and presentation purposes by the Organising Committee and ELSA. This includes but is not limited to posts on Facebook, Instagram, YouTube, official websites, brochures, and other materials relevant to the ELSA Law School project. Such pictures might contain logos of the partners of the Organising Committee or ELSA.
- 15.4.1.** Your agreement to pictures and videos being taken during the official programme of the ELSA Law School and being used for marketing and presentation purposes by the Organising Committee and ELSA is given for an indefinite period.
- 15.4.2.** In case you would like to withdraw your consent in the future, an email shall be sent to seminarsconferences@elsa.org.
- 15.5.** If you require particular pictures or videos not to be used by the Organising Committee or ELSA, you shall inform the Organising Committee and ELSA of such in writing, specifying the picture or video taken during the ELSA Law School.

16. Duration of the Agreement

16.1. This Agreement shall be in force between the Organising Committee and the Participant until one year after the End of the ELSA Law School.

16.1.1. This disposition shall not impact the consent to use photos and videos given by Section 15.4, which is given for an indefinite period unless withdrawn.

17. Applicable Law and Jurisdiction

17.1. All disputes arising from this Agreement are first to be reported to the International Board of ELSA by sending an email to the Vice President in charge of Seminars and Conferences of the International Board of ELSA, who shall mediate the situation in an attempt to find a mutually agreeable solution. The notification of the Vice President in charge of Seminars and Conferences of the International Board of ELSA shall be done within a reasonable time of no more than two weeks from when the dispute arose. No court proceedings are to be initiated before the mediation with the International Board of ELSA and the Organising Committee is attempted and deemed completed by the International Board of ELSA.

17.2. This Agreement is subject to the laws of Belgium. Any disputes arising from this Agreement between you and the Organising Committee are subject to the exclusive jurisdiction of the courts of the French Judicial district of Brussels.

18. Contacting us

If you would like to understand more about these Terms and Conditions or wish to contact the International Board of ELSA concerning any matter, you may email seminarsconferences@elsa.org.

These terms and conditions were last updated on 17/03/2024.