

Terms and Conditions

Please read these terms carefully before submitting your application. These terms and conditions inform you who we are, how we will provide services 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:

“ELSA” refers to the European Law Students’ Association, Boulevard Général Jacques 239, Brussels B-1050, Belgium, and its Members and Observers.

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

“Organising Committee” refers to the team designated by the relevant ELSA chapter that is responsible for organising the ELSA Law School as specified on the ELSA Law School Page. Each Organising Committee is affiliated to 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 and selected in the Application.

“ELSA Law Schools Portal” refers to the following website <http://lawschools.elsa.org/>

“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 in the ELSA Law School Page that you need to pay in order to be able to participate. There are special rules on how to qualify into a fee category depending on the nationality of the ELSA group you are a member of.

“Additional Fees” refers to the optional fees for further services as provided for in the ELSA Law School Page.

“Application” refers to the form filled in on the ELSA Law Schools Portal together with all its attachments.

“Participant” refers to you after you have been informed through the email by the Organising Committee confirming that you have been accepted as a Participant and that requires payment of the fee.

3. Acceptance of Application

3.1. The acceptance of your Application by the Organising Committee will take place when the Organising Committee informs you that your Application has been accepted, at which point an agreement will come into force between you and the Organising Committee.

3.2. It is the Organising Committee as specified in the ELSA Law School Page and Application that you are entering into an agreement with and not the legal entity known as ELSA or the International Board of ELSA.

3.3. The Organising Committee has discretion in selecting which applications to accept. In doing so, they are obliged to consider the whole of the Application including the motivation letter and CV and the aim of making the ELSA Law School as diverse as possible.

4. Your Rights to Withdraw Application

At any point after you submit your Application and before you receive an Acceptance of Application, you can withdraw the Application by contacting the email address specified in the ELSA Law School Page relevant to the particular ELSA Law School you have applied to.

5. Content of the Agreement

5.1. The details of the services that will be provided are described at the ELSA Law School Page of the ELSA Law School that you are applying to. While all care has been taken for this information to be 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; 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 to the location of the ELSA Law School, and other costs not expressly included in this section, or in the section on Additional Fees, are excluded from the Participation Fee.

6. Obligations of the Organising Committee

- (a)** In due time after the payment of Participation Fee and if indicated in the Application, provide you with reasonable documentation for visa application or travel arrangements which are made for the purposes of attending the ELSA Law School;
- (b)** Provide you with a certificate of participation if you have attended at least 85% of the academic programme;
- (c)** Not to request fees in addition to Participation Fee, Additional Fees 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 payments for Participation Fee, and Additional Fees (if requested) after confirmation of acceptance as a Participant by the Organising Committee;
- (b)** Provide evidence of ELSA Membership when requested by the Organising Committee;
- (c)** Obtain sufficient health and travel insurance;
- (d)** Obtain a visa and/or any other travel documents (e.g. PCR tests) where needed and when requested by the Organising Committee;

- (e) Provide the Organising Committee with all information necessary;
- (f) Comply with the instructions of the Organising Committee during the ELSA Law School;
- (g) Fill in an evaluation form provided by the International Board of ELSA at the end of the ELSA Law School.

7.2. Disciplinary Measures

- (a) You hereby agree to abide by the instructions that the Organising Committee introduces 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.

8. Fees and Payment

- 8.1. The amount of Participation Fee depends on your ELSA membership or lack of such. ELSA members from favoured or non favoured countries pay the fee that is provided for in the ELSA Law School Page of the ELSA Law School. The participation fees for non-members of ELSA are not regulated and vary with each ELSA Law School as advertised at the ELSA Law School Page on the ELSA Law School Portal.
- 8.2. The following are favoured countries: Albania, Armenia, Azerbaijan, Belarus, Bosnia & Herzegovina, Georgia, Montenegro, North Macedonia, Republic of Moldova, Serbia, Ukraine. All the other ELSA countries are considered as non-favoured. It is your membership of an ELSA chapter in the favoured country that is decisive of the Participation Fee, not your nationality.
- 8.3. You hereby agree to pay the Participation Fee based on your membership status as provided for in the relevant ELSA Law School Page at the ELSA Law School Portal. You further agree to make good the difference if you have mistakenly classified yourself 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 form and any extra nights or extra services provided by the Organising Committee which you have agreed to in the Application.

8.5. You shall pay all the fees 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 costs of the transfer as instructed by the Organising Committee unless agreed otherwise with the Organising Committee.

9. Organising Committee's Rights

9.1. The Organising Committee reserves the right to make changes to the ELSA Law School schedule and programme. The details of the programme have been published in good faith at the time of publication, however, the venues, content of academic programme and speakers might be subject to the change.

9.2. If not enough participants of sufficient quality are selected, the Organising Committee reserves the right to cancel the ELSA Law School, to terminate the agreement and to refund you any fee that you have paid.

9.3. The Organising Committee reserves the right to cancel the ELSA Law School at any point due to the governmental restrictions connected with the epidemiological situation. See Article 11.

9.4. In case you do not pay the fees by the time specified in the acceptance of Application email, the Organising Committee has the right to terminate this agreement with immediate effect with neither party having any rights under it.

9.5. The Organising Committee reserves the right to request the PCR test from you and to refuse you to participate in the ELSA Law School if you are unable to present the test.

10. Limitation of Liability

10.1. The Organising Committee does not accept liability for loss or damage to your personal property and belongings that are not caused by the Organising Committee.

10.2. The Organising Committee shall not be liable for any loss connected to the visa application or travel arrangements, and shall not provide a refund for the reason that the visa or permission to travel was not granted to the Participant. However, this section is subject to the obligation of the Organising Committee to act reasonably and in time in providing the documentation to support the visa application or travel arrangements.

10.3. The Organising Committee does not exclude or limit in any way their liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by their negligence or the negligence of their Organising Committee members, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

11. Force Majeure

11.1. 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; 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.

11.2. In the event that the ELSA Law School is cancelled due to any reasonable circumstances listed above, the Organising Committee will not be held liable by participants for any damages, costs or losses incurred, including but not limited to costs for travel, visa, financial losses.

11.3. The Organising Committee reserves the right to reimburse the Participation Fee and any Additional Fees you after deducting costs already incurred for the organisation of the ELSA Law School and which could not be recovered from third parties.

12. Miscellaneous

12.1. This agreement is between you and the Organising Committee. No other person shall have any rights to enforce any of its terms. Nobody else has any rights under this agreement and this agreement is not assignable.

12.2. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.3. The Organising Committee reserves the right to take necessary steps within one year after the ELSA Law School takes place.

13. Privacy

13.1. Your personal data may be collected and processed in accordance with the Regulation (EU) 2016/679 (General Data Protection Regulation), secondary and other relevant legislation.

13.2. The Organising Committee will use the personal data you provided to provide the services and process your payment for such services.

13.3. Your personal data will only be shared with other ELSA affiliated entities where the law or performance of this contract either requires or allows to do so.

13.4. You agree by entering into this agreement that pictures and videos were 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 not limited to posts on Facebook, official websites, brochures, and other materials relevant to the ELSA Law School. Such pictures might contain logos of the partners of the Organising Committee.

13.5. If you require particular pictures or video not to be used by the Organising Committee you shall inform the Organising Committee of such in writing, specifying the picture.

14. Applicable Law and Jurisdiction

14.1. All disputes arising from this agreement are first to be reported to the International Board of ELSA who shall mediate the situation in an attempt to find a mutually agreeable solution. This is to be done in a reasonable time scale of no more than 2 weeks from when the dispute arose. No court proceedings are to be brought before the mediation with the International Board of ELSA attempted.

14.2. This agreement is subject to the laws of Belgium. Any disputes between you and the Organising Committee arising from this agreement are subject to the exclusive jurisdiction of Belgium.

15. 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 relating to it, you may send an email to seminarsconferences@elsa.org.