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OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you. These terms and conditions form the entire agreement between you and the Organising Group of the ELSA Law School.

1.2 **Why you should read them.** Please read these terms carefully before you submit your application. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. DEFINITIONS

- (a) Acceptance of Application is the email sent to you by the Organising Group that confirms that you have been selected as participant and that requires payment of the fees.
- (b) Application is the form filled in on the ELSA Law Schools Portal together with all its attachments.
- (c) Additional Fees are the optional fee for further services as provided for in the ELSA Law School Page.
- (d) ELSA International is a registered association in the Netherlands under the name ELSA and Number 819852375.
- (e) ELSA Law School Page is the specific page on the ELSA Law Schools Portal of the ELSA Law School that you are applying to in your Application.
- (f) ELSA Law Schools Portal is the following website <http://lawschools.elsa.org/>.
- (g) ELSA Law School is the event specified in the relevant subsection of the ELSA Law Schools Portal to which you are applying to and selected in the Application.
- (h) Organising Committee is the team designated by the Organising Group, led by a designated person, the so called Head of Organising Committee.
- (i) Organising Group is the relevant ELSA chapter that is responsible for organising the ELSA Law School as specified on the ELSA Law School Page and in the Application.

- (j) Participation Fees are the cost specified in ELSA Law School Page. There are special rules how to qualify into a fee category depending on the nationality of the ELSA group you are a member of.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 **What is ELSA.** ELSA is an international grouping of student organisations throughout Europe. Each Organising Group is affiliated to ELSA, but each is a different legal entity or association of individuals.

3.2 **Who we are.** It is the Organising Group as specified in the ELSA Law School Page and Application that you are entering into contract with and not the legal entity known as ELSA International or ELSA.

3.3 **How to contact us.** You can contact the Organising Group by writing at email specified in the ELSA Law School Page.

3.4 **How we may contact you.** If we have to contact you we will do so by writing to you at the email address you provided to us in your Application. In exceptional circumstances we might contact you by phone.

4. ACCEPTANCE OF APPLICATION

4.1 **How we will accept your Application.** The acceptance of your Application by the Organising Group will take place when the Organising Group writes to you to accept your Application, at which point a contract will come into existence between you and the Organising Group.

4.2 **How we will select your Application.** 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.

5. YOUR RIGHTS TO WITHDRAW APPLICATION

5.1 **Withdrawing Application.** At any point after you submit your Application and before you receive acceptance of Application, you can withdraw the Application by emailing the email address specified in the ELSA Law School Page relevant to the particular ELSA Law School you have applied to.

6. CONTENT OF THE CONTRACT

6.1 **What is provided during the ELSA Law School.** 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 Group reserves the right to reasonably amend the services provided.

6.2 The following items are included in the Participation Fees for the duration of the ELSA Law School: the scientific 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.

6.3 **What is not provided.** Health and travel insurance, transport to the location of the ELSA Law School, and other costs not expressly included in this section, or in section on Additional Fees, are excluded.

6.4 **Obligations of the Organising Group:**

- (a) In due time after payment of Participation Fees and if indicated in the Application provide you with reasonable documentation for visa related application which is 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 scientific programme;
- (c) Not to request fees beyond Participation Fees, Additional Fees and accommodation deposit other than for damage caused or similar loss caused to the Organising Group or any of its partners or providers, as for example damage to hotel or other premises.

6.5 **Obligation of participant:**

- (a) Provide evidence of ELSA Membership when requested by the Organising Group;
- (b) Obtain sufficient health and travel insurance;
- (c) Obtain visa if required;
- (d) Provide the Organising Group with all information necessary;
- (e) Comply with the requirements of the Organising Group during the ELSA Law School;
- (f) At the end of the ELSA Law School fill in an evaluation form provided by the Organising Group.

7. PRICE AND PAYMENT

7.1 **What are the Participation Fees.** The amount of Participation Fees 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 depend on each ELSA Law School as advertised at the ELSA Law School Page on the ELSA Law School Portal.

7.2 **Which are favoured countries.** The following are favoured countries: Albania, Armenia, Azerbaijan, Belarus, Bosnia & Herzegovina, Bulgaria, Georgia, Montenegro, Rep. of Macedonia, Romania, Serbia, Turkey and Ukraine.

7.3 All the other ELSA countries are considered as non-favoured. It is the membership in an ELSA group in the favoured country that is decisive of the fee, not your nationality.

7.4 **Agreement to pay fees.** You hereby agree to pay the Participation Fees 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.

7.5 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 Group that you have agreed to in the Application.

7.6 **When are fees payable.** You must 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 Group. You are responsible for the costs of the transfer as instructed by the Organising Group, unless agreed otherwise with the Organising Group.

8. OUR RIGHTS TO MAKE CHANGES

8.1 **Changes to ELSA Law School.** The Organising Group 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 courses and speakers might change due to changed circumstances.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **Cancellation due to insufficient Applications.** If not enough participants of sufficient quality are selected the Organising Group reserves the right to cancel the contract and refund you any fee that you have paid.

9.2 **Non payment of fees.** In case you do not pay the fees by the time specified in the Application acceptance email, the Organising Group has the right to cancel this contract with immediate effect with neither party having any rights under it.

9.3 **Disciplinary reasons**

(a) You agree to abide by the conduct policy that the Organising Committee introduces during the ELSA Law School. If you are found in breach of this policy 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 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 right to any refund and this information will be forwarded to the relevant authorities.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

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

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

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

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 **How we will use your personal information.** We will use the personal information you provide to us to:

- (a) provide the services;
- (b) process your payment for such services.

11.2 We will only give your personal information to other ELSA affiliated entities where the law or performance of this contract either requires or allows us to do so.

12. USE OF PICTURES

- 12.1 You agree by entering into this contract 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 Group and ELSA International. This includes but is 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 Group.
- 12.2 If you require particular pictures or video not to be used by the Organising Group you shall inform the Organising Group of such in writing, specifying the picture and providing reasons.

13. OTHER IMPORTANT TERMS

- 13.1 **Nobody else has any rights under this contract and this contract is not assignable.** This contract is between you and the Organising Group. No other person shall have any rights to enforce any of its terms.
- 13.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms 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.
- 13.3 **Force majeure** The Organising Group shall not be liable for any failure or delay in the performance, in whole or part, of any or our 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, breakdown of plant or machinery, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.
- 13.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- 13.5 **Alternative dispute resolution.** All disputes arising from this contract are firstly to be reported to ELSA International who shall mediate the situation in an attempt to find a mutually agreeable solution. This is to be done in 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 ELSA International is attempted.