

# 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 this 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 full 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**

- 4.1. 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 and by informing the International Board of ELSA at [seminarsconferences@elsa.org](mailto:seminarsconferences@elsa.org).

## **5. Content of the Agreement**

- 5.1.** The details of the services that will be provided are described on 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 the 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. but not limited to PCR tests, proof of vaccination and/or proof of recovery from Covid-19 in the past 6 months) 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)** 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;
- (h)** 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.
- (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 unrespectful behaviour towards another participant or a member of the OC (for example, but not limited to bullying, harassment, abuse, rape, and sexual assault) the OC reserves the right to take the appropriate disciplinary measures, including immediately expelling the participant from the ELSA Law School without any right to refund.

## **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 fee provided for on 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 on 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, and Ukraine. All the other ELSA countries are considered non-favoured. Your membership of an ELSA chapter in the favoured country is decisive in the Participation Fee, not your nationality.
- 8.3. You hereby agree to pay the Participation Fee based on your membership status as provided on the ELSA Law School Page at the ELSA Law School Portal. You further agree to make the difference if you 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 transfer costs as instructed by the Organising Committee unless agreed otherwise with the Organising Committee.

- 8.6. Any reimbursement or compensation following the breach of quality standards of ELSA Law Schools by the Organising Committee shall be defined and set through the mediation procedure described in Article 15.1.

## 9. Organising Committee's Rights

- 9.1. The Organising Committee reserves the right to make changes to the ELSA Law School schedule, programme and venues. The details of the programme and venues have been published in good faith at the time of publication. However, the venues, content of the academic programme and speakers might be 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 the agreement and refund you any fee that you have paid without any liability to travel costs.
- 9.3. The Organising Committee reserves the right to cancel the ELSA Law School at any point due to the governmental restrictions that would prevent the ELSA Law School from happening connected with the epidemiological situation referred to in Article 11.
- 9.4. The Organising Committee reserves the right not to reimburse or reimburse you partially after having deducted fixed costs of your participation fee in case of non-participation in the event after you have paid. This includes the impossibility of travelling to the city of the ELSA Law School.
- 9.5. In case you do not pay the fees 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.
- 9.6. The Organising Committee reserves the right to request proof of Vaccination with or without booster, proof of Negative COVID-19 PCR test or proof of recovery from COVID-19 in the last 6 months, depending on the requirements indicated in the application form, to allow you to participate in the ELSA Law School. Those proofs shall only be submitted by the participant after the payment of the participation fee. Those proofs can be subject to change after submitting the application form depending on changes in government regulations.

9.7. The Organising Committee reserves the right not to reimburse the participation fee and any additional fee transferred by the participant if the latter cannot provide the Organising Committee with the necessary proof(s) before the start of the ELSA Law School.

## 10. **Limitation of Liability**

10.1. The Organising Committee does not accept liability for loss or damage(s) 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 (This includes the impossibility for the participant to travel 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 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 their liability to you 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 your legal rights in relation to the services.

10.4. 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 to COVID-19 and other known or unknown diseases).

10.5. 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).

## 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.** If 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 travel and visa costs, and financial losses.

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

## **12. Miscellaneous**

**12.1.** 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 is not assignable.

**12.2.** 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.

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

**12.4.** 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 the participant and leaving the participant the right to terminate its agreement with the Organising Committee.

**12.5.** The International Board of ELSA, while not being a party to this agreement as defined by Article 3.2, 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.

## **13. Privacy**

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

**13.2.** The Organising Committee and ELSA will use your personal data 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 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, 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.

**13.4.1.** 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.

**13.4.2.** In case you would like to withdraw your consent in the future, an email shall be sent to [seminarsconferences@elsa.org](mailto:seminarsconferences@elsa.org)

**13.5.** 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 during the ELSA Law School.

## **14. Duration of the contract**

**14.1.** This agreement shall be in force between the Organising Committee and the Participant until one year after the end of the ELSA Law School

**14.1.1.** This disposition shall not impact the consent to use photos and videos given by Article 13.4, which is given for an indefinite period unless withdrawn.

## **15. Applicable Law and Jurisdiction**

**15.1.** 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. This is to be done within a reasonable time of no more than two weeks from when the dispute arose. No court proceedings are to be brought before the mediation with the

International Board of ELSA and the OC is attempted and before it is deemed completed by the International Board of ELSA.

**15.2.** 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.

## **16. 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](mailto:seminarsconferences@elsa.org).

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These terms and conditions were last updated on 28/07/2022.