



The European Law Students' Association

## Terms & Conditions of Career Launch

### 1. Definitions and interpretations

1.1. In these Terms and Conditions, the following terms shall have the following meaning:

“**Applicant**” refers to a natural person who submits an application form to participate in a Career Launch.

“**Speaker**” refers to an organisation or natural person who is external to ELSA and participates in Career Launch as a presenter.

“**Application form**” refers to the online form available on the Website by which applicants submit their application to participate in a Career Launch.

“**Participant**” refers to an Applicant who is accepted by ELSA International for the purpose of participation in a Career Launch.

“**Career Launch**” refers to a project of ELSA International which aims to allow students and young professionals to partake in multiple Career Launch sessions, an online Career Fair and mock interviews allowing natural persons to be educated in the area of professional development through online sessions and practical simulations and to discover insights of international legal careers.

“**Career Launch sessions**” refers to webinars given by legal professionals to provide insight into an international legal career by explaining the path they took to work in that field, their daily tasks and by answering the questions of the participants.

“**Online Career Fair**” refers to an online environment giving the opportunity to the participants to walk around on an online platform and meet different professionals from international firms, institutions or organisations and ask them questions about their professional lives.

“**Mock interviews**” refers to a job interview created as an exercise to allow participants to have personal feedbacks from legal professionals about how they sell themselves on the legal market.

“**ELSA International**” refers to the European Law Students' Association (ELSA).

“**Evaluation form**” refers to the online form available on [careerlaunch.elsa.org](https://careerlaunch.elsa.org) by which Career Launch participants submit the evaluation of participation in an ELSA Career Launch.

“**Website**” refers to [careerlaunch.elsa.org](https://careerlaunch.elsa.org).

“**VFairs**” refers to the online platform on which the online Career Fair will take place.

“**National Group**” refers to the national entities constituting ELSA International in accordance with ELSA International's internal regulations.

“**Parties**” refers to ELSA International and the Applicant/Career Launch participant.



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“**Terms and Conditions**” refers to these Terms and Conditions for the organisation of Career Launch.

**1.2.** Where the context permits, the use of:

- (a) The singular form shall be construed to include the plural form;
- (b) The plural form shall be construed to include the singular form;
- (c) The use of any gender pronoun shall be construed to include all genders.

**1.3.** Any reference to a statute, enactment, order, regulation, code or similar instrument shall be construed as a reference to the subsequently amended or re-enacted instrument.

## **2. Preamble**

**2.1.** This Agreement constitutes the entire Agreement between ELSA and the Applicant or Participant (hereinafter “the Parties”).

## **3. General**

**3.1.** These Terms and Conditions shall apply in the event of any conflict between the Parties.

**3.2.** Upon acceptance of these Terms and Conditions, the Applicant agrees that they have read and understood them and agree to be bound by them.

## **4. Career Launch**

### **4.1. Selection**

ELSA International reserves the right to select Participants according to its discretion and to the following criteria:

#### *Formal criteria*

- The application form shall be submitted before the deadline;
- The application form shall be completed in English;
- All of the fields of the application form shall be filled;

## **5. Rights of the Parties**

### **5.1. Rights of the Applicant**

The Applicant may:

- Withdraw their application before the application deadline by written notice to ELSA International.



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## **5.2. Rights of ELSA International**

ELSA International may:

- Cancel, postpone or otherwise amend the application period for any other dates relevant to the Career Launch without first consulting the Applicant;
- Cancel, postpone or otherwise amend the agenda for Career Launch;
- Request for further information from the Applicant in order to verify the Application form submitted by the Applicant.

## **5.3. Rights of the Participant**

The Participant shall:

- Ensure the safety and protection of their equipment and take all appropriate measures to secure their own data and software against intrusion, viruses or other harmful elements.

## **6. Limitation of liability**

**6.1.** To the fullest extent permitted by applicable law, in no event will Website Operator, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of the content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Website Operator has been advised as to the possibility of such damages or could have foreseen such damages.

## **7. Responsibilities of the Parties**

### **7.1. Responsibilities of ELSA International**

ELSA International shall:

- Provide the Applicant with further information as necessary.
- Coordinate the participation of Participants in sessions and simulations throughout the course of the Career Launch;
- Provide the Participant with a certificate of participation attesting to the completion of the Career Launch within one (1) month after the successful completion of the Career Launch if the Applicant has attended at least four (4) of the nine (9) Career Launch sessions;



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- Provide the opportunity to participants who attend both Career Launch sessions and the online Career Fair to participate in mock interviews and shall coordinate these with the partners of ELSA International.

## 7.2. Responsibilities of the Applicant

The Applicant shall:

- Fill in and submit the application form with accurate, truthful and updated information;
- Provide ELSA promptly with further information upon request;
- Release ELSA from any and all claims related to intellectual property rights over any and all material provided to ELSA through the application form provided by ELSA International;
- Not contact the Speakers directly themselves at any point before the completion of the Career Launch;
- Pay the necessary fees before the beginning of Career Launch.

## 7.3 Responsibilities of the Career Launch Participant:

The Participant shall:

- Respect ELSA International's vision: *"A just world in which there is respect for human dignity and cultural diversity"*;
- Act in a professional manner;
- Be academically well-prepared and informed of the main points of the respective sessions and related documents;
- Attend all sessions and simulations organised by ELSA International throughout the duration of the Career Launch;
- Inform ELSA International if they are unable to attend a session or simulation;
- Fill in the Evaluation Form;

## 8. Cancellation Policy

### 8.1. Cancellation by ELSA International:

**8.1.1.** ELSA International reserves the right to cancel the Career Launch and/or amend the programme at any moment as a result of the earlier cancellation or change in the programme of a speaker.

**8.1.2.** In the event of a cancellation and/or amending of the agenda, ELSA International shall inform the Career Launch Participants as soon as possible.

### 8.2. Cancellation by the Participant:

**8.2.1** In the event of cancellation by the Participant after the specified application deadline, the Career Launch Participant will not be entitled to a refund.



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## **9. Price and Payments**

**9.1.** The price of participation in a Career Launch is set out on the Website, current at the date the application by the Applicant is made. Price and charges include VAT at the rate applicable at the time of the sending off the invoice. Any bank fees that might apply shall be covered by the Applicant. Payments must be made upon receiving an invoice from ELSA International, no later than the specified deadline shown on the invoice. The contract is considered to be concluded upon receiving the payment for your participation fee.

## **10. Force majeure**

**10.1.** If ELSA is prevented or delayed in the performance of its obligations under these Terms arising from or attributable to acts, events, omissions or circumstances beyond our control, including but not limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or decisions of a civil authority including acts of local government and parliamentary authority; breakdown of equipment; telecommunication failures; epidemic; pandemic; cyber-attack; war; terrorism; extreme adverse weather conditions; and labour disputes of whatever nature and for whatever cause arising including, but not limited to, work to rule, overtime, strikes and lockouts, then we will notify you of the circumstance and will be excused from the performance or the punctual performance as the case may be from the date of notice it provides you with, for so long, as such cause of prevention or delay continues. ELSA will not be liable to you for any loss you may suffer as a result of circumstances beyond its control.

## **11. Indemnification**

**11.1.** The Applicant and/or Career Launch Participant agree(s) to indemnify and hold ELSA International and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to its participation in a Career Launch.

## **12. Changes and amendments**

**12.1.** ELSA reserves the right to modify this Agreement or its policies relating to the project, effective upon informing the other party.



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### **13. Links to other websites**

**13.1.** Although the Website may link to other websites, ELSA is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked websites, plug-ins and applications unless specifically stated herein. ELSA is not responsible for examining or evaluating, and it does not warrant the offerings of any businesses or individuals or the content of their websites. ELSA does not assume any responsibility or liability for the actions, products, services, and content of any other third parties. When the Applicant and/or Career Launch Participants leave the Website, ELSA advises to reading the legal disclaimer and privacy policy of each Website it visits.

### **14. Contact**

**14.1.** In the event of any queries, notices, requests and other communications under these Terms and Conditions, the Applicant/Participant shall contact ELSA International at [professionaldevelopment@elsa.org](mailto:professionaldevelopment@elsa.org).

### **15. Jurisdiction and governing law**

**15.1.** These Terms and Conditions are governed by Belgian law.

**15.2.** Any dispute arising out of or in connection with the present Terms and Conditions, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of the district of Brussels.