

Contract ID: TestORG - Issue date: 18/10/2021

## CONTRACT AGREEMENT

Hosting organisation

1. This Agreement is made between the Hosting organisation and the Sending Institution:

**Hosting organisation:**

Mobility and cooperation SRL a socio unico, Viale della Navigazione Interna 51B, 35139 Padova (Italy)  
P.IVA 05351480289

**Sending Institution:**

TestORG, test street test city test code test billing country - VAT number: 1111111111111

2. In order to implement the **Erasmus+ project**: 2021-XYZ-AAA-BBB, the Hosting organisation will provide the *training services* **Course**: "070 - Test name" to the Sending Institution for **Number of participants**: 10 participant(s) in the period between the **Arrival date**: 23-01-2022 and the **Departure date**: 30-01-2022 at the **Location**: Padova.

In order to integrate, complete and enable the training services, the Hosting organisation will provide the following *ancillary services* to the Sending Institution for the specified number of participants:

**Activities** (*cultural and recreational services*): 9 participant(s).

**Accommodation** (*booking service*): Double room: 6 participant(s) - Single room: 2 participant(s)

**GREEN - Grow a tree** (*general services*): 0 participant(s)

**DIGITAL - Services for blended mobilities** (*training services*): 10 participant(s)

3. Other observed terms between the parties can be found in the attached **Quotation**: "CLIL matters" dated 13-10-2021.

4. The Sending Institution will pay the **Amount**: **EUR 10,000.00** to the *Hosting organisation* according to the payment terms. The Amount includes VAT<sup>1</sup>.

5. Both parties have read the attached Terms and Conditions and agree to abide by them.

**Signatures:**

Legal representative of the Hosting organisation

Legal representative of the Sending Institution

Date: 18/10/2021

Date: \_\_/\_\_/\_\_\_\_

First name: Francesco

First name: \_\_\_\_\_

Last name: Cendron

Last name: \_\_\_\_\_



<sup>1</sup> Italian VAT Law - article 7 quinquies DPR 633/1972: EU VAT Directive - articles 53-54 Council Directive 2006/112/EC

## TERMS AND CONDITIONS

### Effectiveness

This contract agreement shall become effective from the date it is returned by the *Sending institution* if dated, signed and returned to the *Hosting organisation* by the *Sending institution* within 7 days after the issue date together with the *Sending institution* legal representative proof of identity. .

### Payment terms

A deposit equal to 20% of the *Amount* must be received within 7 days from the effective date by the *Hosting organisation* no later than 12 weeks before the arrival date unless otherwise agreed in writing. The remaining balance 80% will be at 4 weeks before the *arrival date*.

### Cancellation policy

Cancellation notice must be received in writing by the *Hosting organisation* before the *arrival date* and the following cancellation policy will apply:

- More than 12 weeks before the *arrival date*: Full refund
- More than 4 weeks before the *arrival date*: the *Hosting organisation* has the right to retain the 20% deposit
- 4 weeks or less before the *arrival date*: the *Hosting organisation* will retain 50% of the total *Amount*

In case of withdrawal of a Participant, notice must be received in writing and the *Hosting organisation* reserves the right to cancel your Contract for any other Participant in case the minimum number of participants is not reached to the sole discretion of the *Hosting organisation*.

There is no refund for days missed during the course/late arrival/early departure/public holidays or for participants who do not meet the requirements of the health regulations at the *Location*, e.g. Covid-19 measures to enter/exit the country and to attend indoor and outdoor meetings, public or private gatherings and events.

### Best effort

- The course is organised in good faith and it is subject to local availability.
- The Course Guide and website are not contractual documents and do not form part of this contract
- Whilst the *Hosting organisation* has formal agreements with trainers and other activity providers, it is not possible to guarantee exact trainers, activities, field trips or services and the *Hosting organisation* reserves the right to amend details as necessary due to local availability of trainers, staff, providers and facilities.
- Whilst the *Hosting organisation* will use its best efforts to meet the participant preferences, it is not possible to guarantee exact property type (hotel, apartment, bed and breakfast) or desired facilities (ensuite bathroom) or room type (single, double). The *Hosting organisation* will refund the price difference only in case the exact room type (either single or double) cannot be organised.
- During peak times classes can be held at additional premises.

### Deadlines

The *Hosting organisation* guarantees a quality service based on deadlines. Please refer to the table below for deadlines and actions.

Deadline (weeks before the arrival date)	Actions to be completed BEFORE the deadline
<b>At least 12 weeks</b>	Contract dated, signed and returned by <i>Sending Institution</i> <b>within 7 days of the issue date</b> Once the contract is properly returned, sales order, enrolment forms and invitation to the kickoff meeting are issued by the <i>Hosting organisation</i> . Deposit paid by <i>Sending Institution</i> <b>within 7 days of the effective date</b>
At least 8 weeks	<i>Sending Institution</i> returns enrolment forms and attends the kickoff meeting.
4 weeks	<i>Sending Institution</i> pays remaining balance. Programme, accommodation and training venue details are sent by <i>Hosting organisation</i>

### General conditions

- The *Hosting organisation* does not accept responsibility for costs incurred due to flight/train delays, e.g. transfers, accommodation
- The *Hosting organisation* does not take responsibility for loss or theft of belongings.
- Participants are expected to have appropriate medical and baggage insurance.
- Non-EU participants must take out private medical insurance.
- If a participant does not acquire a visa on time, the above cancellation policy applies. It is the responsibility of the *Sending institution* to ensure that the correct visa has been applied for.
- Breakfast special diets can be catered for if notified in advance and may incur an additional charge; coeliac, halal and gluten free diets might incur a supplement and may be quoted for upon request. Vegetarian diets no charge.
- The parties irrevocably agree that the courts of Italy have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)