

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 *Supporting organisation* by the *Sending institution* within 7 days after the issue date together with the *Sending institution* legal representative proof of identity <u>and</u> if the attached Partnership agreement is signed by the *Sending institution*, *Hosting organisation* and *Supporting organisation*.

Payment terms

A deposit equal to 30% of the *Amount* must be received within 7 days from effective date by the *Supporting organisation* no later than 12 weeks before the arrival date unless otherwise agreed in writing. The remaining balance 70% will be at 4 weeks before the *arrival date*.

Information about participants

The enrolment forms are issued by the *Supporting organisation* after the effective date. The *Sending Institution* must return the enrolment forms with full information about the participants at least 8 weeks before the arrival date.

Cancellation policy

Cancellation notice must be received in writing by the other party 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 Supporting organisation has the right to retain the 30% deposit*
- 4 weeks or less before the arrival date: the Supporting organisation will retain 50% of the total Amount
- On or after the arrival date: No refund

In case of withdrawal of one or more of the Participants indicated in this Contract, notice must be received in writing and the Supporting organisation reserves the right to cancel the Contract for all the other Participants of this Contract to the sole discretion of the Supporting organisation.

There is no refund for days missed during the course/late arrival/early departure/public holidays.

Cancellation due to Covid-19 reasons

The *Sending institution* is responsible to take appropriate travel insurance first.

In case of cancellation due to the pandemic situation, the Sending institution might apply for compensation for the incurred costs through the "force majeure" procedure through its Erasmus+ National Agencies.

If the Course is cancelled by the *Supporting organisation* due to Covid-19 local restrictions at the Location, the *Sending Institution* is entitled to reschedule the course dates or to seek a refund: in both cases, the *Supporting organisation* is entitled to deduct reasonable costs they must incur due to their own separate agreements with their providers related to Course, Activities and Accommodation.

If the Course is cancelled by the *Sending institution* due to Covid-19 travel restrictions and there are no restrictions imposed at the Location, and the *Hosting organisation* is still prepared to perform their side of the contract, the usual cancellation policy applies.

In case of cancellation for participants who do not meet the requirements of the health regulations at the Location (e.g. verified EU Digital COVID Certificate, Covid-19 measures to attend indoor and outdoor meetings, public or private gatherings and events, etc.), the usual cancellation policy applies.

Course dates

The Course is offered in the period between the Arrival and Departure dates: it usually takes place Monday to Friday and the full-day trip usually takes place on Saturday, so Sundays are considered Arrival and Departure dates for those who book Course, Activities and Accommodation. Participants can leave earlier if they book just the Course.

Best effort

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

General conditions

- The Supporting organisation does not accept responsibility for costs incurred due to flight/train delays, e.g. transfers, accommodation
- The *Supporting 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.
- The Supporting organisation includes photographs or images of participants in its promotional material such as the course guide, website and social media. The Sending institution hereby consents to this practice in so far as it may affect its participants and ensures that the participants know that such consent has been granted. Any Sending institution or participant who wishes to withdraw such consent may do so by notifying the Supporting organisation in writing.
- 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 webinars related to "Digital: Services for blended activities" will be available for 12 months from the effective date
- The services related to "GREEN: Grow a tree" will be delivered within 18 months from the effective date
- 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)