

Terms and conditions

1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Application: Your application for a place on the Course as submitted on-line via our Application Form .

Course: Varekai's Summer School "Europe in a Nutshell" in respect of which you have submitted an Application; also referred to as Programme.

Confirmed Place: Your place on the Course in respect of which You have received a Confirmation from Us.

Provisional Place Offer: Our offer of a place on the Course for You - the Student - which will only be provisional until You have fulfilled all the conditions and received a Confirmed Place.

Terms: the terms and conditions set out in this document

Tuition: Fee including the tuition, accommodation, catering fees and all other expenses relating to the Course, payment of which will be one of the conditions for receiving a Confirmed Place.

Varekai or Us: Varekai NPO – Koewacht 33, 9190 Stekene, Belgium

You: the Student (person intending to attend the Course).

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. Our contract with you

2.1 These are the terms and conditions on which Varekai shall deliver the Course to You.

2.2 Please ensure that You carefully read these Terms, and check that the details on the Application are complete and accurate, before You submit the Application.

2.3 You acknowledge that You are also subject to Varekai's *Code of Conduct* applicable to the Course (which shall be provided to You when we respond to your Application and which You have to sign and return to Us before Your place on the Course can be confirmed).

2.4 After submitting an Application, You will receive an email from Us acknowledging receipt of Your Application and (either at the same time or separately) confirming whether You have a Conditional Place Offer or we have rejected your Application.

2.5 If We give You a Conditional Place Offer, we will inform You what conditions you have to fill before Your place can be confirmed, *including how to pay the Tuition Fees*.

2.6 Receipt of a Conditional Place Offer, fulfilling the condition and paying the Tuition Fees by You or on behalf of You do not in themselves indicate the existence of a contract between You and Varekai.

2.7 The contract between You and Varekai shall only come into being when We have notified You that You have a Confirmed Place. Prior to such notification, Varekai may, in its sole discretion, reject Your Application and cancel the Conditional Place Offer. If it rejects Your Application, it will notify You of this in writing.

2.8 The contract shall be deemed terminated at the end of the Course, unless Your Confirmed Place is cancelled under Clauses 4 or 5 in which case the contract shall be deemed terminated at that point.

3. Tuition fee and payment

3.1 All payments must be made in Euro. Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by You, and shall not be deductible from the Tuition Fee due to Varekai.

4. Your rights to cancel and applicable refund

4.1.1 Your right to cancel within 5 days: You have the right to cancel Your Confirmed Place for no reason within 5 days of the day You received notification of a Confirmed Place.

4.1.2 Your general right to cancel: You have the right to cancel Your Confirmed Place at any time if We are affected by an Event Outside Our Control or if We change these Terms under Clause 9 to Your material disadvantage.

4.1.3 Applicable Refund: Other than in cases where clauses 4.1.1 or 4.1.2 apply, You will not qualify for a refund of all or any part of the Tuition Fees.

4.2 You are responsible for complying with all Belgium entry and visa requirements and for obtaining the necessary contents to enable your participation in the Course. The rejection of a visa or other entry application by the Belgian authorities does not affect these Terms and will not be considered by Varekai to be exceptional mitigating circumstances.

4.3 Procedure to cancel: Cancellation requests must be made in writing to the Summer School Team: summerschool@varekai.eu explaining your reason for requesting the cancellation.

5. Our rights to cancel and applicable refund

5.1 We may have to cancel your Confirmed Place in exceptional circumstances (e.g. if we are not able to make adjustments which you have requested).

5.2 We reserve the right to cancel the Course (and therefore your Confirmed Place):

(a) due to an Event Outside Our Control; or

(b) if the Course fails to meet the **minimum recruitment level by 6 weeks preceding commencement of the Course**. We will contact you promptly if this happens.

5.3 If We have to cancel a Course under Clause 5.2 and You have a Confirmed Course Place, We will refund the Tuition Fee to You. We will not accept liability for any costs or losses incurred by you which are claimed to have arisen through cancellation of the Course and you are strongly advised to take out insurance against cancellation of the Course if Your travel costs are likely to be substantial.

5.4 We may cancel this contract at any time with immediate effect by giving you written notice if You breach the contract in any material way and You do not correct or fix the situation within 14 days of asking you to do so in writing.

6. Attendance and conduct

6.1 You shall conduct yourself appropriately at all times during delivery of the Course, and in particular in accordance with Varekai's *Code of Conduct*. We reserve the right to exclude You

from the Course or take such other action as We deem appropriate if You behave in what We deem to be an unacceptable manner. In such case You will not be entitled to a refund of all or any part of the Tuition Fees.

7. Liability and insurance

7.1 The liability of Varekai in connection with the Course, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, will, in all circumstances, be limited (except in cases of liability for death or personal injury caused by Varekai's negligence, fraud or fraudulent misrepresentation and any other liability which, by law, cannot be limited) to the amount of the Tuition Fees paid by you.

7.2 Varekai shall not be in breach of this agreement nor liable in the event it has to postpone or cancel the Course as a result of Events outside our Control.

7.3 Varekai does not provide insurance for its Students. Consequently, Varekai recommends that You investigate personal insurance coverage, particularly in respect of Your personal possessions and medical expenses. The Berlaymont website may assist You in understanding medical services in Brussels: <https://berlaymonthhealth.eu/services/>

7.4 You will be responsible for any damage done by You (including but not limited to furniture, fixtures, fittings and equipment).

7.5 You will indemnify Varekai against all claims, losses, damages, actions, proceedings and costs in respect of accident, loss and damage, including personal injuries, however caused, in any part of Course Venue and for any items brought into Course Venue by You.

7.6 Varekai will not accept any responsibility for any loss of or damage to Your personal possessions. You are advised to take out Your own insurance for your personal possessions etc.

8. Events outside our control

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any or any part, of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond Our Reasonable control, including without limitation, strikes, riot, invasion, terrorist attack or threat of terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunication networks.

9. Changes to the terms

9.1 We may revise these Terms, from time to time, where such variation is necessary in order to comply with relevant laws and regulatory requirements.

9.2 If we have to revise these Terms under Clause 5.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel your Place accordance with clause 5.2 (a).

9.3 You may make a change to your Application within 14 calendar days of submitting your Application by contacting us.

9.4 All reasonable efforts will be made to deliver the Course as outlined in the Course Specification and on the website, however Varekai reserves the right to make reasonable changes to content listed in respect of the Course, including but not limited to the course structure, content, academic or other staff delivering, organising or assessing the Course, the social programme or the venue(s).

9.5 Whilst Your Conditional Place Offer and Confirmed Course Place may mention which dates and which stream of the Course You are enrolled on, We reserve the right to change the stream You are allocated to at any time before or during commencement of the Course, but will try not to do so in the last 6 weeks before the commencement of the Course.

9.6 Varekai reserves the right to change the date(s) and times of the Course. In such case, Varekai will give you at least 6 weeks written notice prior to the commencement of the Course.

10. Visual and/or audio recordings

10.1 Unauthorised visual and/or audio recordings of lectures and other learning and teaching activities by You are prohibited and may be destroyed.

10.2 As organisers of the Programme we would like to take photographs of participants and their activities. Photographs and/or digital media may be used in our printed publications and/or on our website, in social media or in future publicity materials and third Party Media may also be invited to take photographs of the activities.

Please be aware of any signage/additional information which will identify where Photography is taking place and if You **do not** wish to be photographed/filmed in the above manner, please email summerschool@varekai.eu or inform the Programme Manager as soon as possible before the event in order for provisions to be made.

No names or personal details will be published alongside any pictures unless specific permission has been requested and granted from these parties.

You have the right to request that Your image be removed from the digital server and from any unprinted/ unpublished publicity material on the web by contacting summerschool@varekai.eu. Use and/or access to your photo will be done so in accordance with Varekai's retention schedule.

To find out more regarding data protection and your rights please review [Data Privacy Policy](#). Please contact The Summer School Team at any time should you require clarification on this matter:

Email: summerschool@varekai.eu

Telephone: +32 (0)497 053615

11. How we may use your personal information

11.1 The information you provide will be used principally for application, admission and registration purposes prior to participating on the Course, to deliver the Course to you and for the administration of Summer School activities.

11.2 To find out more about how we collect and use the information you supply please ensure you read our [data privacy notice](#).

12. Governing law

12.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium.

12.2 All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

13. Complaints

13.1 If you have any complaint, please contact Us. You can contact Us by telephoning or emailing the Course Manager on +32 (0)497 053615 or emailing summerschool@varekai.eu

[Contact us](#)