

Cultural

**Educational** 

**Programs** 

**Abroad** 

# **Terms and Conditions**

## **Acceptance and Contract:**

By signing the contract with CEPA Foundation Incorporated Cultural and Educational Programs Abroad (referred to as "we or CEPA") you indicate that you have read, understood, and have accepted the terms and conditions and the information included in the contract. Upon entering into a contract with CEPA, you will be accepting the program conditions on behalf of yourself. By committing to the program and paying the non-refundable deposit, the participation will be considered complete and binding once received by CEPA. This represents your acceptance of the CEPA Terms and Conditions set out herein.

## Fees, Payment, and Cancellation Policy Strasbourg Semester and Summer Programs:

I understand and agree that upon receiving my confirmation to attend the program, CEPA Foundation will provide me with an invoice for all charges reflecting scholarships or any other reductions in the program fee. I am responsible for paying the program fee payments according to my invoice which is based on the following general schedule:

Payment	Summer	Fall Semester	Spring Semester *
	Within 7 days of acceptance	Within 7 days of acceptance	Within 7 days of acceptance
	or March 31,	or May 1,	or Oct. 1,
Non-refundable deposit:	whichever comes first	whichever comes first	whichever comes first
First payment or your			
financial aid deferral form:	April 30	June 15	November 1
Final payment:	May 30	July 15	December 1

<sup>\*</sup>Please note: The duration of Spring semester may vary for students enrolled in specific courses which continue an additional 4 weeks after the official CEPA program end date. In this case, an additional housing supplement fee for the extra 4 weeks of housing will be charged in addition to the regular semester program fee.

I understand that all payments are non-refundable and that additional trip cancellation insurance is my own responsibility. Further, I understand that failure to pay by the established deadlines can result in late fees, cancellation of excursions and/or classes, and that I may face possible dismissal from the program. I understand that all payments made are final and non-refundable.

## **Termination due to force majeure:**

If the travel is appreciably and not just temporarily impeded, endangered or impaired as a result of force majeure which was not predictable on conclusion of the agreement, both you and we can terminate the agreement. In the case of termination funds which have already been paid towards the program fee will be reimbursed and we can demand an appropriate compensation for travel services already rendered or for services which would have been rendered before the end of the program (e.g. non-refundable deposits, reservation or advance fees and down-payments for services to be rendered as part of the program).

## **Limitation of liability:**



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CEPA and its employees will do everything possible to ensure a reliable program in a timely manner. However, our liability for any damages caused solely by agents charged by us to perform the services requested by you shall be limited to the costs of the services requested.

## Release and Wavier of Liability, Assumption of Risk, Indemnity Agreement

In consideration of participating in the program, I represent that I understand the nature of the program's activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activities. I fully understand that the activities may involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my and/or my minor child's participation in the activity.

I hereby **RELEASE, DISCHARGE, AND COVENANT NOT TO SUE CEPA FOUNDATION**, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my and/or my minor child's behalf, makes a claim against any of the Releasees, I will INDEMNIFY, DEFEND, AND HOLD HARMLESS each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extend allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

#### **Insurance:**

For health and safety reasons, we strongly recommend insurance for you or in the event that you have to cancel your booking or receive compensation for delays and/or damage to your property. We are happy to provide a quote for travel health, accident, assistance, luggage, and third party liability insurance and/or trip cancellation insurance.

On the basis of international treaties and regulations, all damage claims made against services provided or arranged by CEPA can only be asserted under certain prerequisites or restrictions or will be ruled out in the presence of certain prerequisites.

#### **Exclusion of claims:**

All claims made against CEPA Foundation Inc. must be made in writing and up to one month after the end date of the program.

## **Ineffectiveness of Individual Provisions:**

Should any provision or aspect of the terms and conditions or of the contract be found unenforceable, all remaining provisions will remain in full force and effect.

## **Verbal Arrangements:**

Any verbal arrangements of any type will only be binding if they are confirmed in writing by CEPA.



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### **Travel Documentation:**

You are responsible for ensuring that you are in possession of the required travel documentation such as visas and passports and that they are valid and effective for all countries passed through en-route. We cannot be held responsible for expenses incurred if travel documentation does not meet the required criteria. If you are in doubt, please contact the relevant embassy or consulate.

# **Cultural and Educational Programs Abroad Foundation Incorporated:**

Cultural and Educational Programs Abroad Foundation Inc. is a nonprofit 501 (c) (3) public charity registered in Delaware under the Employee Identification Number 99-0375496, which offers and operates all programs listed herein. Address: Burgweg 24, Im Schloss, 74379 Ingersheim, Germany. The terms CEPA, CEPA Foundation, CEPA Foundation Inc. refer to Cultural and Educational Programs Abroad Foundation Incorporated.

#### Jurisdiction:

Any contract made by whomsoever will only be accepted by CEPA Foundation Inc. if made under these terms and conditions, if it is subject to the Delaware law and if it is subject to the jurisdiction of the courts of the United States of America.