

# TERMS & CONDITIONS

## Booking Acceptance and Contract:

By signing the contract with CEPA Customized Educational Programs Abroad GmbH (referred to as "we or us") you indicate that you have read, understood and have accepted the terms and conditions and the information included in the offer. Upon entering into a contract with CEPA, you will be accepting the booking conditions on behalf of yourself and all other persons using our services pursuant to a booking made by you. The offer, quotation and contract, together with these terms & conditions, will be considered complete and binding once the signed contract has been received by CEPA. This represents your acceptance of the CEPA Terms and Conditions set out herein.

## Payment Schedule:

You will be required to pay the program costs in accordance with the following payment schedule:

- 90 days prior to departure date (non-refundable deposit) .....10% of program costs
- 60 days prior to departure date (second payment).....50% of program costs
- 30 days prior to departure date (final payment).....remaining balance due

The deposit and second payment are part of your final payment (unless otherwise indicated). Should full payment not be received by this date, we reserve the right to cancel the booking and issue cancellation charges as shown below. When a booking is made within 14 days of departure, full payment should be sent with the booking contract. Additional deposit requirements for airline tickets or other services will be confirmed at the time of reservation. Credit card payments are accepted with a 3% processing fee. For applicants who join the program less than 60 days prior to departure, a late application fee may apply.

## Cancellation Policy:

You must inform us in writing (by post/fax or email) as soon as possible if you wish to cancel a group program or cancel individual members of the group. Your notice of cancellation will only be effective from the moment we receive it in writing. Upon cancellation, the following charges per participant will be:

- up to 90 days prior to departure date .....no charge,
- 89-45 days prior to departure date .....10% of program costs\*,
- 44-30 days prior to departure date .....25% of program costs\*,
- 29-21 days prior to departure date .....50% of program costs\*,
- 20-14 days prior to departure date .....75% of program costs\*,
- 13 days or less prior to departure date .....100% of program costs\*,

unless you can provide evidence that our expenses resulting from the cancellation were in fact lower than the aforementioned charges. A change in the arrival or departure date after the contract is signed is considered a cancellation. \*In addition to these fees, any unrecoverable expenses and/or cancellation charges imposed by any service provider will be charged.

## 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).

## Liability:

The liability of CEPA is limited. Services provided in connection with our itineraries are rendered by suppliers acting as independent contractors and not as agents or employees of CEPA. In accepting these services you agree that CEPA shall not be liable for any loss, injury, damage, delay or problems incurred due to any company, person, organization, or person providing facilities in connection with your program, including but not limited to hotels, schools, restaurants, airlines, coach and ferry companies, and other tour operators in any circumstance.

CEPA GmbH acts only as an agent for services provided. The passenger contract used by the airlines, when issued, constitutes the sole contract between you and the airlines. No changes in the itineraries are expected, but we reserve the right to make them if necessary. Because of unforeseen changes in the transportation schedule, the land portion of the program may be occasionally extended or curtailed. CEPA cannot be held responsible for changes in the itinerary. The number of days indicated in the itinerary starts with the day of scheduled departure and ends with the scheduled return arrival day, irrespective of the hour of departure or return, and may vary due to transportation schedule changes. CEPA reserves the right to accept or to retain anyone as a passenger on the trip, or to cancel the trip. After refunding all partial or full payments, CEPA has no obligation to passengers on cancelled trips. Unused portions of the itinerary are not refundable. Full or partial payment for reservation, constitutes an agreement to all the provisions and

conditions on the part of the passenger, all land and air costs and conditions and thereof are those in effect and they are subject to changes at any time. Dates and schedule subject to changes.

CEPA shall not be held liable for cancellations or disturbances in connection with services which are arranged only as external services outside of the contract and offer made. (e.g. sporting events, theater performances, exhibitions etc.)

#### **Limitation of liability:**

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 multiplied by three. This limitation of liability does not apply to cases of personal injury.

#### **Insurance:**

For health and safety reasons, we strongly recommend insurance for you and your group 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 GmbH must be made in writing and one month after the end date of the program as stated in the contract.

#### **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.

#### **Travel Documentation:**

You are responsible for ensuring that you and all members of your group 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.

#### **Reportable Incidents:**

In case an incident occurs during the program abroad, CEPA refers to the university's faculty and staff to report the incident to the home university. "Incident" refers to anything included in the Clery Act or Title IX definitions of reportable incidents.

#### **Photo Rights:**

CEPA reserves the right to use pictures taken during the program by CEPA staff and representatives. Photos will be used for promotional purposes only, e.g. websites, brochures, facebook page. Photos will not be sold or given to a third party.

#### **Customized Educational Programs Abroad GmbH:**

Customized Educational Programs Abroad GmbH is an educational tour operator registered in Germany under the number HRB 301652 Amtsgericht Stuttgart, which offers and operates all programs listed herein. Address:

Im Schloss, 74379 Ingersheim, Germany. The terms CEPA, CEPA Europe, CEPA GmbH refer to Customized Educational Programs Abroad GmbH.

#### **Jurisdiction:**

Any contract made by whomsoever will only be accepted by CEPA GmbH if made under these terms and conditions, if it is subject to German law and if it is subject to the jurisdiction of the courts of the Federal Republic of Germany.

