# **Participation Contract and Regulations**

Foreign Trip 2020

S.A. Astatine

Undersigned

Representatives S.A. Astatine: Miss Simone van der Hoek, Treasurer; Mister Tom Veldman, Secretary; Mister Xander van Hal, Chairman of the foreign trip committee; henceforth referred to as "Astatine",

and

participant miss/mister ....., henceforth referred to as "participant"

declare to agree with the participation regulations for the Astatine foreign trip in May 2020. The participation regulations consist of 5 pages and in total 14 articles.

Hereby the participant authorizes Astatine to bill the participation, the contribution stated in article 4 of the participation contract, from the following bank account.

NNV number:

IBAN number:

Location bank:

Thus duplicated,

Location:

Date:

Enschede

..... - ..... - 2020

On behalf of S.A. Astatine:	On behalf of S.A. Astatine:
Simone van der Hoek	Tom Veldman
Treasurer	Secretary
On behalf of the committee:	The participant:
	The puttleipunt.
	Name:
Xander van Hal	
Chairman	Signature:

<b>Article 1: Definitions</b> Astatine	The study association S.A. Astatine
Board	The current association board of S.A. Astatine
Foreign Trip	The trip with excursions to foreign companies and cities within Europe organized by S.A. Astatine, often referred to as BuCom
BuCom	The trip with excursion to foreign companies and cities within Europe organized by S.A. Astatine, often referred to as foreign trip
Committee	The 6 people organising the foreign trip on behalf of S.A. Astatine: Rithvik Bangari, Wouter Doedens, Xander van Hal, Niek Klein Hofmeijer, Cédric de Jonge, Benjamin Meijerink,
Participant	Signee of this contract
Participation regulations	The regulations containing all the agreed upon responsibilities between participant, committee and board
Participation contract	The contract between participant, committee and board members by which the participants contract is ratified, this document
Participation contribution	The financial contribution of the participant or the committee member to the foreign trip
Advisory member	The person responsible for contact between the board and the committee. For the committee of 2019/2020 this will be Simone van der Hoek
EC	Study attainment and performance of students of higher education across the European Union, or simply study points, as defined by the European Credit Transfer and Accumulation System (ECTS)

## Article 2: Definition of the foreign trip

- 1. From Saturday the 16<sup>th</sup> of May 2020 through Saturday the 23<sup>th</sup> of May 2020 there will be a foreign trip to Spain.
- 2. Astatine provides and pays for breakfast for the participants from Sunday the 17<sup>th</sup> of May 2020 up to and including Friday the 22<sup>th</sup> of May 2020. During the whole trip, lunch and dinner have to be paid for by the participants themselves.
- 3. The participants must take care of any travellers- and cancellation insurance themselves.
- 4. Sleeping arrangements and travel arrangements during the foreign trip will be provided by Astatine.

### **Article 3: Participants**

- 1. The foreign trip offers places for a maximum of 50 participants. This includes three board members, and the committee. 41 places remain for other individuals who apply to participate.
- 2. Participants should be an ordinary member, extraordinary member, alumni member, member of merit, or employee member of Astatine.
- 3. Participants shall be selected from the applicants as follows: students who have never previously participated in a similar foreign trip by S.A. Astatine shall be given priority over other applicants. All remaining places shall be given to the remaining applicants in a random order which will be decided by a lottery. If more than 41 individuals sign up to participate in the foreign trip, a reserve list shall be made, listing the unaccommodated applicants in the order they were drawn.
- 4. Participants should be members of the NNV during the foreign trip.
- 5. The participant declares to be NNV member at the moment of signing this contract, and should provide his or her member's number.
- 6. The participant is required to have 30 EC in the bachelor Advanced Technology at the University of Twente before the trip if he/she is an ordinary member of Astatine.

#### Article 4: Payment

- 1. The participation contribution of this foreign trip will be €300,-.
- The participant agrees that €150,- of the participation contribution will be invoiced from his/her bank account automatically by Astatine, before the 16<sup>th</sup> of May 2020. The remainder of the contribution will be invoiced after the foreign trip.
- 3. In the case, for whatever reason, that the said amount has not been completely paid by the 16<sup>th</sup> of May 2020, the participant loses their place on the list of participants. Furthermore, the right to further participation in the foreign trip will be denied. The costs incurred up till then by the (ex-) member in question are his or her own responsibility.
- 4. If the costs for the Foreign Trip are more than the budgeted €300,- per participant, then the difference will be paid by S.A. Astatine.
- 5. If the costs of the trip are less than the budgeted €300,- per participant, the excess will be returned to the participants up to a maximum of €150,- per participant. The rest of the money will go to S.A. Astatine.

#### **Article 5: Documents**

- 1. The participant is expected to possess the documents necessary for passage into and out of the European Union at departure and during the foreign trip. These may include a valid passport or European identity card, a visa, or the necessary insurance papers. Although these documents have to be taken care of by the participant him- or herself, Astatine will offer advice about applying for a Visa to students for whom this is necessary.
- 2. When a participant cannot, or not completely, participate in the foreign trip because of missing documents, the costs for this and of all associated consequences are his/her own responsibility.
- 3. When a participant provides the committee with invalid or wrong personal information at subscription, the costs of all associated consequences are his/her own responsibility.
- 4. In the case that the costs of the trip are less than the expected €300,-, the BuCom may reserve the right to use some of the extra funds to help cover the costs of Visas for students who need Visas.

## **Article 6: Participants shirts**

- 1. The participant receives a participant's shirt at the beginning of the trip.
- 2. The participant is obliged to wear the participants-shirt in an externally visible manner during the excursions to companies, organisations or universities. Exemption can be granted by the committee.

## Article 7: Behaviour during the foreign trip

- 1. The participant is obliged to stick to the committee-determined excursion program. This clause is subject to the exception stated in article 10 paragraph 1.
- The participant can be charged for any costs made by Astatine in case that the participant does not bring items stated as "mandatory" on the packing list which can be found on the website of the committee (https://bucom2020.wixsite.com/astatine/packing) with him/her during the foreign trip.
- 3. The participant is obliged to behave according to European/local law and regulations during the foreign trip.
- 4. It is strictly forbidden for the participant to take anything with him/her that is illegal or illegal to import into the Netherlands or Spain during the foreign trip. All costs, including indirect costs by disturbances arisen by this are to be accounted for by the participant that brought the illegal item(s).
- 5. A participant causing nuisance or inconvenience, as determined by the committee, in a way that hampers or obstructs a good execution or preparation of the foreign trip schedule, can be expelled from further participation of the foreign trip. All costs arisen by this will be the responsibility of the participant causing nuisance or inconvenience.

## Article 8: Liability

- 1. The final responsibility for any failings in the organisation of the Foreign Trip is with the board, excepting those cases treated in article 8, paragraphs 2,3 and 4.
- 2. An exception on article 8 paragraph 1 follows when it can be proven beyond any doubt by an external instance that the committee was negligent. In this case, the entire committee will be held responsible, unless an external instance can prove that the negligence did not occur on account of the whole committee but on account of one or more members of the committee. In this case, the financially disadvantaging consequences can be charged on an individual basis to the negligent committee members.
- 3. An exception on article 8 paragraph 1 follows when it can be proven beyond reasonable doubt, by an external instance that one or more participants were negligent. In this case, the relevant participant(s) can be held responsible, making it possible to charge any financially disadvantaging consequences on them.
- 4. An exception on article 8 paragraph 1 follows when it can be proven any doubt that by an external instance that the foreign trip was canceled because of unforeseen circumstances and impotence of the committee.
- 5. The participant is responsible for any damages caused by his or herself, and must have a liability insurance which provides coverage in the countries visited.
- 6. The participant indemnifies the committee and Astatine of all claims by third parties with relation to the damage done by the participant to third parties.
- 7. When the program cannot be executed or cannot be executed completely as a consequence of circumstances beyond the committee's control, the committee cannot be held responsible.

#### **Article 9: Complaints**

- 1. Any complaints can be submitted to the committee. This can be done up to two weeks after the foreign trip.
- 2. Submitted complaints will be dealt with by the committee. The participant will get a message regarding the settlement of his/her complaint within 14 working days.

#### **Article 10: Changes**

- 1. Individual deviations from the travel and/or excursion program at the request of a participant are possible after consultation with, and consent from, the committee.
- 2. The committee reserves the right to make changes to the itinerary, transportation, excursions and overnight sites. The committee is obligated to minimize any adverse consequences for participants that follow from these changes.

## Article 11: Exemption from Non-Financial Obligations

1. In case of special personal circumstances, the committee, with permission from the board, may relieve the participant of (non-financial) obligations which follow from this contract.

#### **Article 12: Cancellation**

- 1. In case of insurmountable financial or organizational difficulties, the committee has the right to cancel the foreign trip before the departure date. The participants have the right to a refund of 100% of the total payment.
- 2. In case that the committee cancels the foreign trip due to unavoidable circumstances, the participants have the right to a refund of all retrievable money. By 'unavoidable circumstances', it is meant any exterior cause that disrupts continuation of the trip, such as: war, flooding, transportation cancellation and other similar circumstances.
- 3. In case that a participant withdraws from the foreign trip due to unavoidable circumstances, he or she will receive their contribution back. By 'unavoidable circumstances', it is meant any exterior cause that disrupts participation in the foreign trip, such as: war, mobilization, flooding, riots, and other similar circumstances. Furthermore, personal circumstances such as illness with a doctor's note or serious family issues can be decided by the committee to be unavoidable circumstances. To clarify, financial and study related withdrawals are not considered unavoidable circumstances.
- 4. If a participant withdraws from participation in the foreign trip, he or she will receive their contribution back if a replacement participant can be found that will take over all of the obligations specified in the regulations. If there are still candidates on the list of reserve candidates outlined in Article 3, paragraph 3, candidates on this list will be offered the vacant spot in the order that they appear on the list. Any extra costs incurred due to the withdrawing participant's withdrawal will be covered by the withdrawing participant.
- 5. If a participant withdraws from the participation in the foreign trip for any other reason than those stated in Article 12, paragraph 2, the committee may decide that the participant in question will receive a part of his/her contribution back, if such a refund has no adverse financial consequences for Astatine, the committee and the participant. This refund can be given out at the discretion of the committee. Any extra costs incurred due to the participant's withdrawal from the Foreign Trip are borne by the withdrawing participant.

### **Article 13: Final determination**

1. If a situation arises which this contract does not cover, the outcome will be decided by the committee, with the committee being accountable to the board.

### **Article 14 : Personal information disclosure**

1. The committee reserves the right to disclose the participants' names and ID information to excursion companies and travel companies for security reasons.