



This is a contract to be signed by those participating in the Strategic Management Study Trip 2022, with destination Stockholm, hereafter named “Strategic Management Study Trip”. The project is organized by the Strategic Management Study Trip committee, which is part of the Study Association RSM Erasmus University (STAR).

I agree to the following conditions as a prerequisite for participating in the Strategic Management Study Trip:

Definitions

1. Parties involved:

- a. STAR, Study Association affiliated with RSM Erasmus University, registered at the Chamber of Commerce Rotterdam, number 40397100, located at Burgemeester Oudlaan 50 in Rotterdam, hereby named “STAR.” STAR is hereby legally represented by STAR Board member Koen van Cappelle.
- b. The Strategic Management Study Trip committee 2022, a committee of STAR, is hereafter named “committee.”
- c. The participants in the Strategic Management Study Trip, a group of students of the Rotterdam School of Management, Erasmus University. These students are by means of this contract bound to the Strategic Management Study Trip, and will be referred to as “participants.”

2. General definitions:

- a. The Strategic Management Study Trip is a project of STAR, which is designed to provide business students the opportunity to visit another country with their fellow students and to explore the country in terms of business, culture, and education. The project will hereafter be referred to as “the Strategic Management Study Trip”.
- b. The destination of the Strategic Management Study Trip this year is Stockholm, hereafter referred to as “the destination”.
- c. The time for the entire project is hereafter referred to as “project period”.
- d. The time for the project while abroad is hereafter referred to as the “travel period”.

Article 1: Project, participants’ fee, and other expenses

1. By signing this contract, the participant is bound to participate in the Strategic Management Study Trip unless the Strategic Management Study Trip will be cancelled given one of the conditions as mentioned below.
2. The fee for participating in the Strategic Management Study Trip is €470,- (four hundred and seventy euros) for STAR members and €490,- (seven hundred and ninety euros) for non-STAR members. The full participant’s fee amount of €470,- or €490,- will be debited from the account of the participant in one installment of the full amount. This amount is subject to change due to change in prices of the flight and accommodation.

3. If the installments mentioned in Article 1.2 cannot be debited from the bank account of the participant, STAR holds the right to exclude the participant from the Strategic Management Study Trip. This does not relieve the participant from his duties to pay any costs incurred by STAR, as stated in Article 6.8.
4. The committee holds the right to determine or change the place, date, and time of departure to and return from the destination of the Strategic Management Study Trip.
5. In case of unforeseen circumstances that create costs that were not budgeted, the committee is not entitled to make financial decisions affecting STAR. All financial decisions must be made by one of the board members of the association, in writing. STAR cannot be held responsible for any statements communicated by the committee or other active members of STAR.
6. It is not possible to individually book tickets to the destination, unless the committee explicitly agrees to allow this. In this case, the participant will accept the responsibility to pay all extra costs incurred due to booking an individual ticket and will not receive any discount on the Strategic Management Study Trip fee.
7. In case the participant wishes to cancel his or her participation in the Strategic Management Study Trip, he or she may receive a refund of all or a part of his or her own contribution only after receiving the written approval by one of the board members of the association. In any case, a cancellation fee might be incurred by the participant for any costs made, as stated in Article 6.8. STAR holds the rights to – in case any costs are made – to not refund the participation fee.

Article 2: Responsibilities of STAR and/or the committee

1. STAR and/or the committee will do their best, as much as can be reasonably expected, to live up to the proposed program at the destination, without accepting any liability for possible changes, as elaborated on in article 3, 4, 5 and 6.

Article 3: Responsibilities of the Participant

1. The participant is obligated to respect and follow the local laws in the Netherlands, in countries visited on the way to and from the destination, and while at the destination. STAR bears no responsibility whatsoever for the behavior of the participant during the Strategic Management Study Trip. The participant is obliged to acquire the necessary information about the local laws him or herself before departing to the destination.
2. The participant is obliged to respect the rules and regulations of the various locations visited during the Strategic Management Study Trip.
3. The participant is responsible for arranging, at his or her own cost, insurance coverage for the whole travel period of the Strategic Management Study Trip. STAR will not take any insurance whatsoever on behalf of or for the participants. The participant is advised to seek advice from an expert in the field of insurance regarding the Strategic Management Study Trip, and hereby releases STAR and the committee from any liability.
4. The participant is required to possess an internationally valid passport, with a minimum validity of 6 months after the date of arrival in the destination. This should be arranged at least one month before departure. In case this is not done in time, STAR holds the right to exclude the participant from the Strategic Management Study Trip.
5. The participant is responsible for arranging, at his or her own cost, a valid personal visa for the duration of the travel period in the destination. This should be done at least one month before departure. In case this is not done in time, STAR holds the right to exclude the participant from the Strategic Management Study Trip.
6. The participant is responsible for arranging, at his or her own cost, all necessary vaccinations required or advised for the destination of the Strategic Management Study Trip.

7. The participant is obliged to dress in formal attire during company visits that are part of the Strategic Management Study Trip.
8. The participant is obliged to follow the directions as laid out by the committee. In case the participant refuses to do this, STAR holds the right to exclude the participant from the Strategic Management Study Trip.

Article 4: The Program in the Destination

1. The participant accepts the program for the entire travel period, as proposed by the committee. The participant will actively participate in this program.
2. The committee cannot be held responsible for any errors or mistakes in the program during the travel period, that are beyond the control of its members.
3. The committee holds the right to adjust the program during the travel period, in terms of route, transportation, and accommodation.

Article 5: Cancellation of the Strategic Management Study Trip

1. In case of unforeseen circumstances that lead STAR to decide to cancel the Strategic Management Study Trip, STAR holds the right to pass on costs that already have been made.
2. The decision to cancel the Strategic Management Study Trip will be made when the Ministry of Foreign Affairs gives negative travel advice related to the destination.
3. The decision to cancel the Strategic Management Study Trip can also be made when the Strategic Management Study Trip cannot take place due to the force of the majority. Neither party shall be liable for any failure to fulfill any obligation under this agreement that results from strike, shortages, riots, disturbances, fire, flood, storm, explosions, natural disasters, war, government intervention, working conditions, earthquakes, epidemics, lack of materials or any other circumstance over which the failing party has no influence.
4. The decision, as mentioned in Article 5.1, can also be made when the committee or the board of STAR discovers significant reasons to cancel the Strategic Management Study Trip, for example, in case of unstable political or meteorological circumstances.
5. If one of the participants or the committee members dies before the travel period, the Strategic Management Study Trip will not be cancelled unless at least two-thirds of the participants and committee members agree to do so.
6. If one of the participants or the committee members dies during the travel period, each participant will have the choice whether or not to cancel participation in the Strategic Management Study Trip.
7. In case the participant wishes to cancel his/her participation in the Strategic Management Study Trip, the participant is responsible for dealing with this situation and all (financial) consequences. This is not the responsibility of the committee or STAR. He or she may receive a refund of all or a part of his or her own contribution only after receiving the written approval by one of the board members of the association. In any case, a cancellation fee might be incurred by the participant for any costs made, as stated in Article 6.8. STAR holds the rights to – in case any costs are made – to not refund the participation fee.

Article 6: Other Conditions

1. STAR holds the exclusive right to exclude the participant from participating in the Strategic Management Study Trip.
2. Given the nature of the trip, providing an affordable trip to an interesting destination, the trip can be considered riskier than a trip organised through a travel agency. The participant hereby accepts this risk.

3. STAR, the board members of STAR and the committee cannot be held liable, legally or financially, for any damage and/or consequential damage caused before, during, or after the Strategic Management Study Trip, suffered by the participant.
4. STAR cannot be held liable for the behavior or lack of behavior of any third party, such as hostels, restaurants, other participants, etc.
5. If any costs are incurred by STAR because of the behavior of any third party, such as the cancellation of activities, bankruptcy, termination of existence, stopping to follow the establishment of a stated statutory agreement, agreeing upon liquidation or losing the incorporation, all costs that are not budgeted can be passed on to the participant(s) responsible.
6. In the cases mentioned in Article 5.6, STAR is obliged to notify the participants of any additional expenses made prior to making these expenditures.
7. In the cases mentioned in Article 5.6, STAR is obliged to gain the approval of the participants for any additional expenses that exceed € 50 per participant, or any foreign equivalent, prior to making these expenditures.
8. In the cases mentioned in Article 5.6 the participant is not allowed to contact anyone outside of the Strategic Management Study Trip until STAR gives permission to do so.
9. Any costs incurred by STAR that are due to the inability of the participant to meet the conditions as laid out in this participant's contract will have to be paid by the participant.
10. In all cases not covered by this participant's contract, STAR holds the right to make decisions it perceives to be appropriate.
11. Any disputes resulting from the participation of the participant in the Strategic Management Study Trip are solely subject to Dutch Law, and can only be settled by the authorized judge of the Court of Rotterdam.

Article 7: Force majeure (non-attributable non-fulfilment)

1. Force majeure includes: any circumstance that within the meaning of Section 6:75 Dutch Civil Code is not for the account of STAR, including in any case but not exclusively: war, risk of war, natural or other disasters, non-delivery or late delivery of goods and/or services by Third Parties, strikes, blockades, student protests, serious operational failures, which hamper normal business operations to a large extent, such as a serious fire with loss of data, accidents, epidemics, voluntary dismissal, illness or departure of a specific employee or death of a specific employee and/or changes in legislation and/or regulations, as a result of which performance of the Strategic Management Study Trip is no longer possible by operation of law.
2. STAR is not liable if it cannot fulfil its obligations or not in a timely or proper fashion under the agreement due to force majeure. STAR's obligations will, as far as possible in consultation with the participant, be suspended until the time that STAR is able to comply with them in the agreed manner.
3. If the Strategic Management Study Trip cannot take place, or not within a period acceptable to the participant due to force majeure, then both Parties have the right to terminate the agreement prematurely in writing.
4. In the cases mentioned in this article, the participant is not entitled to compensation.

As drawn up on the 10th of January 2022 by Koen van Cappelle