

## [GENERAL TERMS & CONDITIONS OF SALE TO INDIVIDUALS]

**01-2018**

These General Terms & Conditions apply to the courses and services offered by *Alliance française de Lyon* and purchased either directly by the student or by *au pair* students who have mandated their host to act on their behalf. By signing the School's registration form, the student unreservedly accepts these General Terms & Conditions. The *Alliance française* refers to the version of the Terms & Conditions in effect on the date of the order.

### 1. Conditions of admission

In order to benefit from the services offered by the School, the student must be at least 18 years old. The school only accepts a student under 18 if they are more than 16 years old and with a parental consent letter. An accompanying adult must supervise groups consisting of minors. When registering for 2 weeks, "complete beginner" students must imperatively begin at the beginning of the month for academic reasons. The *Alliance française de Lyon* cannot be held liable for any difficulties in obtaining a visa from the French authorities.

### 2. Terms of payment

The registration is confirmed upon full payment of the order. Payment by credit card is preferred. In case of payment by bank transfer, all bank charges are payable by the student/ client. If the payment generates bank charges for *Alliance française de Lyon*, the latter reserves the right to add these bank charges to the student's invoice. For pre-registrations, the remaining balance is due 45 days before the beginning of the course.

### 3. Yearly registration fees

These yearly registration fees of €55 in 2018 (prices are subject to change every year) allow the student to be enrolled at *Alliance française de Lyon*. They are valid for 12 months from the first day of the scheduled course and are **non-refundable**. They are due **upon the first order (when paying the tuition fees or pre-registration fees)**.

### 4. Fees for accommodation search

If the student requests it, the *Alliance française de Lyon* will help him/her find accommodation in Lyon, according to availability. It is possible that, despite its best efforts, the *Alliance française de Lyon* cannot find housing suited to the student's wishes, or any housing, particularly if the request has been done less than 45 days before the arrival date. Fees for accommodation search are due prior to the beginning of the search (in 2018 : €70 for a search, €35 for each renewal). They are subject to change every year and **are non-refundable**. Should there be a cancellation or termination of accommodation request at a residence, sent to *Alliance française de Lyon* less than 45 days prior to the beginning of a month, the rent for that month will be charged to the student. The withholding of the deposit might cover the rent if necessary. The terms and conditions of cancellation as well as security deposit are determined exclusively by the host and not by *Alliance française de Lyon*.

### 5. Placement in classes and modifications

The placement of students in morning or afternoon classes is determined solely by *Alliance française de Lyon* depending on the capacity available. Students having particular constraints regarding the assigned schedule should send supporting documents at least 45 days before the beginning of the course. The *Alliance française de Lyon* reserves the right to cancel a course for which the enrolment is insufficient and amend, if necessary, the rates indicated and the dates of the sessions as well as the assigned schedule.

### 6. Insurances

6.1. Medical, accident and public-liability insurance are the responsibility of the student. It is the student's responsibility to check that he/she is properly insured with a reputable insurance company for any medical expenses or travel cancellations. A copy of the insurance certificate may be requested.

6.2. Personal and household effects, furniture, motor vehicles and valuables of students are not insured against theft, loss or damage, regardless of the cause. It is therefore the student's responsibility to obtain the necessary level of insurance that he/she considers appropriate to cover all personal property.

6.3. Students staying in residence or with host families are required to purchase third-party liability and housing insurance ("*responsabilité civile habitation*"). This document will be requested upon arrival.

## 7. Cancellation, postponement and refund

### 7.1. Postponement of a course

In case of unforeseen difficulties, particularly delays in obtaining a visa, the scheduled course can be **postponed once** for a maximum of 8 months. A postponement request must be sent to the school in writing at the latest one month before the beginning of the initial scheduled course's date. The postponement of a course postpones as well the due date of payments mentioned on Article 2.

### 7.2. Refund in case of visa refusal

**In case of a visa refusal duly attested by the Embassy or Consulate of France**, the payments made can be reimbursed with a deduction of €30 to cover its administrative costs, provided that the pre-registration balance of the has been paid before the deadline. Requests must be sent to the school in writing before the beginning of the scheduled course. Yearly registration fees and fees for accommodation search are non-refundable.

### 7.3. Other cases of cancellation

No refund is possible after the beginning of a course. No partial reimbursement regarding hours of ongoing month or past courses can be made. For the upcoming months, refunds are only possible in the 2 circumstances listed below:

- In case of death of an ascendant, descendant or spouse after the beginning of a course, payments made for the following months will be reimbursed. A death certificate, a family book or certificate (original + certified French translation) as well as a plane ticket must be presented to the registration desk.

- In case of a student's serious illness after the beginning of a course that requires permanent return to his/her country of origin, payments made for the following months will be reimbursed. Student must provide **certificate made by a physician based in France** as well as the plane ticket purchased after the start of the illness.

In these 2 cases, the *Alliance française de Lyon* will refund tuition fees, minus the equivalent of 20 hours of classes. Yearly registration fees and fees for accommodation search are non-refundable.

## 8. Cancellation and postponement of registration fees for tests and exams

Examination fees are not refundable, regardless the reason of the absence, or the inability to attend the examination. No postponement is possible.

## 9. Placement test and attendance

Student must take the placement test to determine his/her level one month before the beginning of the course. If the registration is complete less than a month before the course, the placement test must be taken on the registration day.

Student is required to attend classes regularly, from the beginning of each course, duly equipped with pedagogical materials suited to his/her level of French. An attendance certificate will be issued on request at the latest 6 months after the end of the course. Absences from classes might lead to repetition of the course. No make-up classes will take place regardless of absences' reasons.

## 10. Discipline

In the case of misconduct or abnormal behaviour or in case of a breach of the school's or the host's internal regulations by the student, the *Alliance française de Lyon* reserves the right to expel the offending student without notice nor reimbursement.

## 11. Right of image

The *Alliance française de Lyon* may take pictures of the student and publish them in brochures, advertisements or on its website, unless otherwise indicated by the student. In this case, a notification must be sent to the School in writing upon registration.

## 12. Right of access to electronic files

Information collected from the student during registration is not transmitted to any physical person or enterprise except those that are expressly authorized. Any student can ask the school to see his/her information and rectify it if necessary, in accordance with French law N° 78-17 of January 6th, 1978, on IT.

## 13. Right of withdrawal

When a student enrolls online or by post, he/she is entitled to cancel his/her registration without justification within 14 days from the order date (unless the course has already started). The exercise of this right of withdrawal must be in writing and by post to the *Alliance française de Lyon*, 11 rue Pierre Bourdan, 69003 Lyon - France. Any dispute falls within the exclusive jurisdiction of the courts of Lyon and French law.