

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

08.2022

The present general terms and conditions of sale are applicable to services offered by the **Alliance Française de Lyon (AFL)** to individuals paying directly for their courses, certification and related services, as well as to au pair students who have mandated their host to act on their behalf. By registering, the client accepts without reservation the present terms and conditions of sale. **AFL refers to the version of the T&Cs in effect on the day of the order.**

### 1. Admission requirements

To register, the client must be at least 18 years old or 16 years old with parental consent.

When courses are offered on a bi-weekly basis, "complete beginners" must, for pedagogical reasons, start their training at the beginning of the monthly session.

### 2. Terms of payment

The registration is validated by the AFL only after full payment of the order.

Remote payments by credit card are preferred. If the payment of an order is made by bank transfer and generates bank charges for the AFL, the latter reserves the right to request reimbursement from the client.

**The balance of the pre-registered order must be paid at least 45 days before the beginning of the course. Failure to pay the balance on time will result in termination of the order without refund of any payments made.**

### 3. Annual administrative file fee

An annual application fee, valid for 12 months from the first month of the course, is due. The amount may be revised each year (70 € in 2023). **It must be paid at the time of order, at the same time as the course or pre-registration, and is not refundable.**

### 4. Accommodation assistance

AFL assists students over 16 years of age (at their request, with parental consent if they are minors) to find accommodation in Lyon according to the availability of housing, without any guarantee that they will be able to do so, especially when the request is sent to AFL less than 60 days in advance. An accommodation assistance fee, the amount of which may be revised annually, **must be paid in advance** of the search (75 € for each search). **They are not refundable.**

**In case of cancellation or termination of the application for accommodation in a CROUS university residence sent to AFL less than 60 days before the beginning of classes, the first month's rent is due. The full amount of the deposit will be withheld to cover the rent, if necessary.** The cancellation conditions and security deposits of other accommodation providers are not the responsibility of AFL but are defined exclusively by them. **In the event of a postponement**, an additional charge of 50 € will be applied.

### 5. Course Assignments, Certification Calls, and Changes in Offerings

5.1. The assignment of students to group courses and the scheduling of individual tests for certification candidates is the sole responsibility of the AFL.

5.2 AFL reserves the right to cancel a course if there are insufficient numbers of students, to change the course assignment and to revise the dates of sessions if necessary.

5.3 Candidates for certifications who have a particular constraint affecting the taking of individual certification tests must notify AFL at least 60 days prior to the start of the tests, with no guarantee that AFL will be able to accommodate their request.

5.4 The AFL is closed on public holidays. These holidays do not result in rescheduling of classes or reduction of fees.

5.5 In the event of an unforeseen absence of a teacher, the AFL reserves the right to organize a make-up class or classes at another time. No refunds will be made once a make-up class is arranged.

### 6. Insurances

6.1. Health, accident and liability insurance are mandatory and are the responsibility of the student. In particular, the student is required to verify that he/she is properly insured with an insurance company for any medical expenses or any cause for cancellation of his/her stay. A copy of the insurance certificate may be requested.

6.2. The objects, effects, furniture, vehicles and valuables of students and candidates are not guaranteed against theft, loss or damage, whatever the cause. It is therefore the responsibility of the students and candidates to take out any insurance they deem necessary to guarantee their personal property.

6.3. For students staying in university residences or with host families, it is required to take out a home liability insurance policy. This document will be requested upon arrival.

## 7. Postponement of group courses, visa refusal and course cancellation

AFL cannot be held responsible for any difficulties in obtaining a visa from the French authorities.

### 7.1 Postponement of group courses following pre-registration or registration

In the event of an impediment, and in particular in the event of a delay in obtaining a visa, the group course period planned at the time of the order may be **postponed once** within 8 months of the date of entry into the course initially planned. This request must be made in writing no later than 30 days before the start of the planned period.

The postponement of the period of group courses requested postpones the deadline for payment of the balance of the order after pre-registration mentioned in Article 2.

### 7.2. Cancellation in case of visa refusal

**In the event of a visa refusal duly certified by the French consular services**, pre-registration and course registrations will be reimbursed, less a flat fee of 30 € corresponding to processing costs, provided that the request for reimbursement is made before the date of entry into training initially planned. The annual application fee (administrative and accommodation) is not refundable.

### 7.3 Other cases of course cancellation

Any session started is due in full. No refund of hours relating to the current session and previous sessions can be made. **For future sessions, no refunds are possible except in the two cases listed below and in article 13:**

- In the event of the **death** of the father, mother, descendant or spouse after the start of the course, the AFL will reimburse the student for the remaining hours of the course. A death certificate, a document proving the family relationship (original + sworn translation into French) and a plane ticket must be presented to the registration office.
- In case of **illness occurring after the beginning of the course and requiring the final return** to the country of origin, partial reimbursement is made upon presentation of a medical certificate issued by a doctor established in France, and a return air ticket purchased after the onset of the illness.

**In these two cases, a deduction equivalent to 20 hours of classes is applied to the amount of the refunded courses.** The annual application fee (administrative and accommodation) is not refundable.

## 8. Cancellation and deferral of registration for tests and exams and online courses

Examination fees are non-refundable, regardless of the reason for absence, withdrawal or inability to attend the test. No deferral of registration is possible. The same applies to exam preparation courses and other self-study online modules.

## 9. Level test before the course and attendance at the course

The student agrees to take a placement test at the latest one month before the beginning of the course or on the day of registration if the registration is finalized less than one month before the beginning of the school year.

The student is required to attend classes regularly, duly equipped with the teaching aids corresponding to his/her level of French, and to respect the timetable. A certificate of attendance or training will be issued upon request no later than 6 months after the end of the course. Absences from the course may result in a repeat of the course. No reason for absence will result in a make-up or reimbursement of the course.

## 10. Discipline

In the event of misconduct or abnormal behavior by the student, AFL reserves the right to interrupt the student's training without notice or refund. The student will be called before a disciplinary board to be heard. The disciplinary board may decide to impose a sanction, including permanent exclusion from the school without reimbursement of amounts already paid to AFL.

The same will apply in the event of a breach by the student of the school's internal rules or the rules of the accommodation provider.

## 11. Use of the image

AFL may take and distribute photos and/or videos of clients to illustrate a brochure, advertisement, its website and social networks, unless the student advises otherwise. This notice must be given in writing, at the latest at the time of registration.

## 12. Right of access to computerized files

The information requested from clients at the time of their registration is only transmitted to individuals or legal entities who are expressly authorized to know it. Any customer can ask the school for the communication of information concerning him/her and have it rectified if necessary, in application of the provisions of the law N°78-17 of January 6, 1978 on data processing.

## 13. Complaints and retraction

Registrations made by mail order or online give rise to a right of withdrawal for 14 days from the day of the order, unless the course has begun. The exercise of this right of withdrawal and claims must be made in writing and by post to the Alliance Française de Lyon, 11, rue Pierre Bourdan 69003 Lyon - France. Any dispute is subject to the exclusive jurisdiction of the courts of Lyon and to French law.