

General Terms & Conditions of Sales

Adults

Alliance Française Waterford-Wexford is not bound by any error in or omission from the following regulations

Article 1 – Adherence to General Terms and Conditions

These General Terms and Conditions of Sale govern the enrolment of students at Alliance Française Waterford-Wexford, except where explicitly stated otherwise in a written agreement.

Article 2 – Age Limit

Students must be at least 18 years of age to enrol on an adult course at Alliance Française Waterford-Wexford. In exceptional circumstances, a student may be enrolled on an adult course from the age of 16 provided that a parent or guardian has signed an official permission form, which provides explicit and irrevocable agreement with these General Terms and Conditions of Sale.

Article 3 – Enrolment process

Unless a student is a complete beginner, all new students must undergo a free assessment of their standard of French prior to enrolment. The assessment will determine the applicable standard of the student and such determination by Alliance Française Waterford-Wexford is final and binding on the student. The student shall enrol in a course at the applicable standard as determined at the assessment. Alliance Française Waterford-Wexford will not be held responsible of the consequences where a student joins a class without undergoing the required assessment. Enrolment of a student is confirmed on payment of all relevant enrolment fees and the student warrants that the information provided to Alliance Française Waterford-Wexford on enrolment is true and correct.

Each enrolment on a course is binding and non-transferable.

On enrolment, any student requesting a discount on enrolment fees (university students, jobseekers and persons no longer engaged in gainful employment, teachers of French in the Irish School Education system...) must present a valid form of proof in respect of such claim.

By enrolling on a course, the student confirms their irrevocable commitment to attend diligently and punctually the course, subject to the right to cancel or defer, outlined in Article 5 and the student agrees to comply with the Code of Conduct.

For group courses, possession of all relevant learning material is essential and same must be purchased by the student prior to the commencement of each course.

Enrolled students are entitled to membership of Alliance Française Waterford-Wexford at a discount price which includes free access to Apolearn (for enrolled students) and, upon registration, access to Culturethèque and to events.

Article 4 – Enrolment refusal

Alliance Française Waterford-Wexford reserves the right to terminate the enrolment of any student and to refuse any subsequent re-enrolments on a course, particularly in cases of a material breach of the Code of Conduct by the student.

Classes are limited to 10 students maximum depending on the type of class. Alliance Française Waterford-Wexford will therefore not be able to proceed with enrolment of an additional student above the class size limit unless all other students in the class have provided their written consent.

Article 5 – Right to cancel

All enrolment cancellations prior to the beginning of a course, for which fees have already been paid in full, will be the subject of a refund within thirty working days from receiving the refund request, save for an administration fee of 50% of the course price. The refund request must be made in writing and addressed to the Director.

Once enrolled on a course no refund will be made to a student in respect of a course which has commenced. In exceptional circumstances of hardship, such as a medical condition or bereavement, a written request may be addressed to the Director, with supporting documentation, e.g., a medical certificate, for their consideration and any such refund of fees shall be entirely at the discretion of the Director.

A credit note may be issued by Alliance Française Waterford-Wexford. By accepting this credit note, which will be valid 365 days after the date of purchase of the course, the student waves any refund thereafter. No refunds in respect of course materials shall be made at any stage by the Alliance Française Waterford-Wexford.

Article 6 – Pricing and Methods of Payment

The cost of enrolment on any course is clearly outlined in all communication media from Alliance Française Waterford-Wexford (website, brochures, online enrolment portal, etc.). The fees indicated are a one-off course payment and do not include the cost of learning material.

Services provided by Alliance Française Waterford-Wexford are exempt from VAT under Section 52 of the Finance Act 2015.

The total amount due, i.e., enrolment fees and any course material, must be paid in full prior to the beginning of each course. Bank charges in respect of the payment, such as charges for bank transfers, will be borne in full by the student.

Alliance Française Waterford-Wexford reserves the right to refuse enrolment to any student who has not completed all required enrolment formalities outlined in Article 3.

For the convenience of students Alliance Française Waterford-Wexford provides an online enrolment service. Students may also enrol in person by calling to Alliance Française Waterford-Wexford or by telephone, when they will be asked to provide their credit card details.

Article 7 – Re-enrolment

Re-enrolment is valid only if steps outlined in Article 3 are fulfilled prior to the start of the course. Please note if you have attended less than 60% of the classes you have registered to for a term, we reserve the right to ask you to submit to a placement test to ensure that you have reached the level needed to progress onto the next level. If you have not reached the next level, we cannot allow you to proceed onto the next level. Students shall be guided by the teacher's assessment when considering enrolling on a course at a higher level than that previously attended.

Article 8 – Course Cancellation by Alliance Française Waterford-Wexford

Alliance Française Waterford-Wexford reserves the right to cancel a course, even when subject to enrolments, when it determines that said course is not able to take place due to insufficient numbers or inadequate conditions. In the event of a course cancellation, each validly enrolled student will be personally notified, either by email or telephone, and subject to availability, will be offered the opportunity to enrol on an alternative course. Alternatively, a credit note or reimbursement will be offered.

In the event of a course starting which subsequently needs to be cancelled during the term by Alliance Française Waterford-Wexford, the said cancellation will take effect only for classes not yet held. Reimbursement of

enrolment fees or amount of the credit note will be prorated solely for the classes that will not take place, regardless of whether not the student attended the classes already scheduled.

A minimum of 5 students is required to open a class.

Alliance Française Waterford-Wexford does not accept liability in the event of a cancellation or rescheduling of a class as a consequence of the conduct of a student or other third party.

Article 9 – Issue of Certificates

At the request of the student, Alliance Française Waterford-Wexford will issue a certificate of enrolment and/or attendance, which will state the number of classes attended by the student. The certificate of enrolment is issued only after full payment of enrolment fees.

Article 10 – Designation of teachers and rooms

For each course, Alliance Française Waterford-Wexford will designate a teacher and the room in which the course will take place. The student will not have an automatic entitlement to be taught by a specific teacher or to a specific room.

Alliance Française Waterford-Wexford cannot guarantee the same teacher for the entire duration of a course or term. To the extent that it is possible, in the event of a teacher's absence from a scheduled class, while the premises is open for business, Alliance Française Waterford-Wexford is committed to ensuring continuity of service. If circumstances do not permit the replacement of the absent teacher by a substitute teacher on the scheduled day, the class will be rescheduled to another time which may not necessarily correspond to its usual day of the week and/or timeslot.

Article 11 – Public Holidays

Alliance Française Waterford-Wexford is closed during all designated public holidays in the Republic of Ireland. Classes which fall on these public holidays will be rescheduled to a day and time suggested by the teacher and convenient to the highest number of students enrolled in the class.

Article 14 – Closure in the event of a force majeure

Alliance Française Waterford-Wexford will not be liable or responsible for any failure to perform or delay in the performance of any of its obligations in respect of events outside the reasonable control of Alliance Française Waterford-Wexford (“a force majeure event”). A force majeure event includes any acts, events, non-occurrence, omission, or accident beyond the reasonable control of Alliance Française Waterford-Wexford and includes in particular (without limitation) the following:

- (a) Strikes, lockouts or other industrial action; or
- (b) Civil commotion, riot, invasion, terrorist attack or threatened terrorist attack or (whether declared or not) threat or preparation for war; or
- (c) Fire explosion, storm flood, earthquake subsidence, epidemic or other natural disaster; or
- (d) Impossibility of the use of railways, shipping aircraft, motor transport or other means of public or private transport.
- (e) Road closures or disruptions preventing access to the Alliance Française Waterford-Wexford premises.
- (f) Impossibility of the use of the public or private telecommunications networks.

(g) A recommendation by the relevant authority such as Met Éireann and the Government Task Force on Emergency Planning.

(h) Any injunction against Alliance Française Waterford-Wexford.

Any classes scheduled for the period of the force majeure event will be cancelled without any liability on the part of Alliance Française Waterford-Wexford to compensate or schedule a replacement class.

To the extent that it is possible such cancellations will be advertised on Alliance Française Waterford-Wexford website or otherwise communicated to the students concerned.

If its premises are closed as part of a force majeure event, Alliance Française Waterford-Wexford where possible, will offer online classes as an alternative to on site classes

Article 13 – Online tuition

Alliance Française Waterford-Wexford will not be held responsible for any technical difficulties experienced by a student who has enrolled for an online course, or who is offered online classes as an alternative to on site classes further to the closure of the premises for force majeure.

A student enrolling for an online course must have checked the quality of their Internet connection and the capacity of their IT equipment, including its compatibility with the Zoom visio-conferencing system.

Article 14 – Student’s Property

Alliance Française Waterford-Wexford will not be held responsible for loss or theft of any student’s property from the premises. The student’s property is the sole responsibility of the student at all times.

Article 15 – Absence of liability in the event of failure

Alliance Française Waterford-Wexford does not accept any liability in the event of a student or exam candidate failing to achieve their learning objectives. The student thereby agrees to punctually attend courses with commitment and diligence.

Article 16 – Personal Data

Alliance Française Waterford-Wexford ensures compliance with European data protection law and refers students to consult all relevant policy documentation pertaining to this legislation.

Upon enrolment, students are required to provide the following information, which must be valid and up to date: Title / Surname / First Name / Date of Birth / Phone Number / Email Address / Postal Address. When requesting discounts (Article 3), proof of status is also required.

Students must ensure that all updates to the above data are passed on in writing to info@alliance-francaise.ie. Alliance Française Waterford-Wexford cannot be held responsible for any miscommunication due to emails being redirected to students’ junk mail folder or spam box.

Article 17 – Applicable laws, relevant jurisdictions, and language of proceedings in the event of a dispute

These General Terms and Conditions of Sale are subject to Irish law. In the event of a dispute, the relevant jurisdictions will apply.