

## TERMS AND CONDITIONS

### GROUP CLASSES

#### COURSE FEES

1. Fees are payable in advance, for the whole term. They are not subject to VAT. Payment of Fees in instalments is not accepted.
2. Course fees do not include any textbooks which may be required for our Progress courses and which need to be purchased separately before the start of the course.
3. Class places are limited and are allocated upon receipt of enrolment along with full payment only. Where a student wishes to pay after enrolling, the course place will be held for 2 working days only, after which the booking will be cancelled and the class place re-opened.
4. To be entitled to the Early Bird discount, students enrolling online must make their booking by midnight on the deadline; students booking by phone and at the reception desk must enrol by 5pm; and students booking by email must send the email by 1pm.
5. The AFM offers a 5% discount to students who re-enrol on the session which directly follows their current course, or on Autumn after the Early Summer session ("Returning Student discount"). To benefit from this discount, students enrolling online must log into their account and make their booking by 23.59pm on the second Sunday of the new session; students booking by phone, by email and at the reception desk must enrol by 1pm on the second Friday of the new session.
6. In order to gain admission to the class, enrolments and payments for online classes must be received at least 24 hours before the class starting time.
7. Students whose course fees will be paid by their employer on invoice should arrange an official written confirmation that they accept the charges (a P.O. or similar, with full billing information), to the address [reception@afmanchester.org](mailto:reception@afmanchester.org). A place will be booked and an invoice will be issued upon presentation of this confirmation.
8. Enrolment fees include membership to the Alliance Française de Manchester (hereafter AFM) library and cultural centre for one year, and access to the student online portal for the duration of the course, both effective from the date of enrolment.

#### COURSE POLICY

9. A level consultation service is provided by the AFM by appointment to help you decide which course is best for you. We request that all new non-beginner students attend a level consultation before enrolling on a class. We strongly recommend that you follow the advice given and we reserve the right to refuse an enrolment where we believe that a student is enrolling at an unsuitable level.
10. If you book online on what we believe to be the wrong level for you, we will first contact you by phone or email to try to reach an arrangement. We reserve the right to move you to what we believe to be an appropriate level or to cancel your enrolment. In the case of a cancellation for this reason, we will issue you with a full refund, subject to administration fees as per condition 25.
11. If you believe your class level is not right or the pace is too fast or slow, please talk to or send an email to your teacher – the earlier, the better. You can swap levels up to the end of the 2nd class for 8-week and 16-week courses and up to the end of the 1st class for shorter courses, subject to availability in the class you wish to swap to. If your teacher agrees that you should change levels, they will contact the reception, who will be in touch with you to discuss your options. Even if it is too late to swap or there is no availability, your teacher will be able to make suggestions to help you.
12. Enrolment of students under 18 on adult group courses is subject to the approval of suitability of the course and level by the Course Director. We reserve the right to cancel an online enrolment and issue a credit note or a refund if we believe a student under 18 is registered on a course which is not suitable, or where a student under 18 has enrolled on a course without first notifying the reception. AFM Safeguarding policies apply and we reserve the right to refuse admission where the Safeguarding form has not been received in advance of the first class. We further reserve the right to refuse an enrolment or cancel an enrolment without refund in the event that the Procedures have been seriously or repeatedly breached by the parents/guardians or student on a previous

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- course or are repeatedly breached during a course (e.g. repeated departures in advance of the end of the class without permission, late collections, difficulty contacting the parent/guardian). A system of notice and appeal applies.
13. 'Class swaps' to another class of the same level and format are permitted twice per course session, subject to availability. If you would like to organise a swap, please make a request to the reception, at the latest one day in advance of the class you would like to attend. You must await their confirmation that the swap can go ahead before you can attend.
  14. Actual class duration depends on the number of students enrolled as stipulated on our website and/or brochures. Class duration may alter subject to enrolment numbers until the third class of the course, after which it will not change.
  15. Distance-learning classes are conducted via Zoom. For best experience, we recommend connecting via the app and using a computer (rather than a tablet or phone), with a headset equipped with microphone, and a webcam (which may be integrated or external).
  16. For online classes, in order to facilitate an interactive course experience, we request that you activate your camera and microphone. If there are any circumstances which make this difficult for you, please get in touch with us in advance of the start of the class.
  17. Students may not record any lessons, using any device. It is strictly forbidden to publish on the Internet or on any public media any videos or images acquired during remote or onsite teaching activities, featuring voices or images of teachers, personnel or students of the AFM.
  18. Zoom and Student Portal links are individual to each student and must not be shared or communicated in any way.
  19. The AFM is closed for 2 weeks at Christmas and 1 week at Easter. Unless otherwise specified, classes which fall on Bank Holidays will be rescheduled on another weekday.
  20. If a teacher is unable to attend a class due to illness or personal circumstances, or if they are unable to conduct a distance-learning course due to an equipment or internet failure on our part, we will always do our best to allocate a substitute at the original class time. Where this is not possible, we reserve the right to reschedule the class to another time.
  21. For classes scheduled to be held at the premises, we reserve the right to hold the classes at another suitably-equipped city-centre location should this become necessary due to operational reasons. We further reserve the right to move the course online without refunds or credits should this become necessary due to health recommendations, an outbreak at a class or institutional level, or a worsening local health situation.

### REFUND REQUESTS AND CREDIT NOTES

22. We require a minimum number of enrolments in order to open a class. We reserve the right to cancel a course under other circumstances should we feel it to be necessary. If we take the decision to cancel a course, we will issue you with: a credit note up to the value of the cancelled Course which you may use to enrol on another Course with us, or a refund.
23. You may cancel your course no less than 3 working days (not including Saturdays) prior to commencement of the Course for a full refund. Should you wish to cancel in accordance with this condition 22 in order to obtain a refund, notification and requests to cancel must be made in writing to the Reception ([reception@afmanchester.org](mailto:reception@afmanchester.org)). Any cancellation after this time will require payment for the Course and a refund will only be given at the discretion of the AF or during a Student's 14 day cooling off period under applicable law. As the reservation of a place on a Course can stop another student obtaining a place if you do cancel within the 14 day cooling off period applied by law (which you can notify to us by emailing [reception@afmanchester.org](mailto:reception@afmanchester.org)), there shall be an administration charge deducted of 15% of the payments made.
24. Once the course has started, no total or partial refund can be granted. The AFM cannot accept any responsibility for unforeseen changes in students' circumstances (family, employment, health, etc.) that may prevent attendance.
25. For Distance-learning classes, no total or partial refund can be granted for courses where the student's technical equipment fails or is inadequate, or their internet connection becomes inadequate part-way through a course or after the course has begun. Students are advised to check

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that they have all the necessary equipment and a suitable internet connection before the course begins and to download the Zoom application in advance.

26. An administration fee of 15% of any Fees paid may apply for the processing of any refund at any time.

### GENERAL

27. When you enrol, we will make a record of your email address and phone number and will use them to contact you about your course and your enrolment only. If you have a particular requirement about how you should be contacted, please let us know this when you enrol.

28. The AFM reserves the right to refuse an enrolment or to revoke an enrolment without refund in the event of non-respect of our Code of Conduct (available on our website). Any person who is expelled shall have the right of appeal BUT the notice of appeal:

- shall be in writing and shall be delivered by either recorded delivery post or electronic mail and either case addressed to the Managing Director at the AFM within seven days of the expulsion;
- shall set out the grounds on which the appeal is based.

The notice and the ground will be considered by two members of the Board within seven days of receipt and their decision notified within seven days thereafter. Such decision shall be final.

29. The AFM reserves the right to refuse or revoke an enrolment where false information has been provided by the client.

30. When visiting or attending a class at our premises, in the event of non-respect of our special health and safety procedures, we reserve the right to ask you to leave immediately, to revoke your enrolment without refund and to refuse future admission to the premises. The appeals process is the same as for our Code of Conduct (see point 27 above). In the event of non-observance, we can take no responsibility for your health and safety.

31. In the event of an incident beyond our control (“a force majeure event”) which forces closure of the AFM premises or prevents us from operating remotely, we will endeavour to replace the classes with a suitable alternative to the best of our ability, but where this is not possible, we reserve the right to cancel any courses scheduled for the days concerned, without refund. A force majeure event includes any acts, events, non-occurrence, omission or accident beyond the reasonable control of AFM and includes in particular (without limitation) the following:

- Strikes, lockouts or other industrial action
- Civil commotion, riot, invasion, terrorist attack or threatened terrorist attack (whether declared or not), threat or preparation for war
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- Road closures or disruptions preventing access to the AFM premises
- Impossibility of the use of the public or private telecommunications networks
- A recommendation by the relevant authority such as the Met Office, emergency services or local authorities
- Any injunction against AFM

To the extent that it is possible, such cancellations will be advertised on the AFM website or otherwise communicated to the students concerned.

32. Students are responsible for their own property while on the premises. The AFM cannot take responsibility for any loss or damage to personal effects.

33. Our teachers have signed contracts with the AFM which do not allow them to teach privately students who have first been introduced by the Alliance. We ask that our students respect this policy.

34. Any complaint or commendation can be made in writing to the Director



Alliance Française

*Manchester*

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([director@afmanchester.org](mailto:director@afmanchester.org)).

35. Payment of the enrolment fees indicates that you agree to the terms and conditions in force at time of payment; we invite you to read these carefully as they may have changed since your last enrolment.
36. These Terms are governed by the Laws of England and Wales and the parties agree that the English court shall have exclusive jurisdiction.