

Terms and Conditions for Alliance Française de Glasgow

1 Introduction

- 1.1 These terms and conditions (the “**Terms**”) apply to the use of a Course provided by Alliance Française de Glasgow, a charitable organisation founded in Scotland with registered charity number SC001256 and having its registered office at 3 Park Circus, Glasgow, G3 6AX (“**AF**”, “**we**”, “**us**” or “**our**”), as chosen by you in your application.
- 1.2 For the purpose of these Terms:
- 1.2.1 “**Application**” means the form submitted by you for your chosen Course online, by paper, through the website or by any such other means;
 - 1.2.2 “**Course**” means the specific language course offered by AF and chosen by you and detailed in your Application;
 - 1.2.3 “**Data Protection Legislation**” means the Data Protection Act 2018 and the rules and regulations made or having effect under it and any such other legislation in effective from time to time;
 - 1.2.4 “**Fees**” means the cost of the Course as stated in your Application;
 - 1.2.5 Someone who uses the Course is referred to as a “**Student**”, “**you**” or “**your**”; and
 - 1.2.6 “**Working Day**” means any day (other than a Saturday, Sunday or Bank Holiday) on which banks are open for normal banking business
 - 1.2.7 “**Academic year**” refers to the period covered by the four terms (A, B, C, and D) or the two semesters (1 and 2), along with the summer classes or possible other courses during the year. This period runs from the beginning of Term A until the start of the following Term A.

2 Terms

- 2.1 These Terms apply to any Application for a Course. You are deemed to have read and agree to these Terms before you submit any Application to us, as they set out important information about your rights and obligations.
- 2.2 If you are below the age of 18 or submitting an Application on behalf of a student who is below the age of 18, you confirm that you have authority and/or permission to submit such an Application. A person below the age of 18 requires to provide details of a parent, guardian or responsible adult when an Application is submitted and such parent, guardian or responsible person will be AF’s point of contact for the Student.
- 2.3 We may make changes to these Terms at any time. However, the Terms which apply to the Application will be those in force at the time you submitted the Application.

3 Application

- 3.1 There is a non refundable £20 registration fee if you are registering with AF for the first time or if you are registering again more than 12 months after your prior registration.
- 3.2 A booking for a Course is complete only once an Application has been submitted and payment of the Fees for the Course has been made in full, subject to condition 4.4.
- 3.3 The duration of the Course will be as stated on the relevant Application.
- 3.4 Places for the Course may be limited and are allocated upon receipt of an Application along with full payment of the Fees, subject to condition 4.4.
- 3.5 If your chosen Course is full or AF requires to cancel the Course due to insufficient Student enrolment or teaching staff shortages, you will be notified and offered a replacement Course. Should you not accept, or choose any replacement Course, AF 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 AF - any credit note offered is valid for a period of one year - OR a refund within 21 days of your notification that you will not be undertaking any further Course.
- 3.6 A free level consultation service is provided by AF, by appointment, to help you decide which Courses are best for you. AF requests that all new Students attend a level consultation before enrolling on a Course and AF strongly recommends that you follow the advice given. AF reserves the right to refuse any enrolment on a Course where we believe that a Student is enrolling at an unsuitable level.

4 Fees

- 4.1 Fees for a Course are payable in advance. For group Courses, Fees are payable no less than one Working days prior to commencement of the Course. If the payment is made via bank transfer, the Alliance Française of Glasgow may require a proof of payment prior to the start of the class. Failing to present a proof of payment in due time might result in the cancellation of your enrolment.
- 4.2 For private tuition Courses Fees are payable no less than one Working days prior to the commencement date.
- 4.3 Fees are not subject to VAT and are non-refundable subject to the conditions of these terms and/or at the discretion on AF.
- 4.4 Unless otherwise stated, payment of Fees in instalments is not accepted.
- 4.5 Unless otherwise agreed with AF, Fees will not be pro-rated as a result of a Student's absence.
- 4.6 Where the duration of a Course is for a prolonged period or full academic year:
 - 4.6.1 payment of Fees may be taken in instalments at the start of each academic term as stated in the Application;
 - 4.6.2 at its discretion AF may offer a reduction in Fees;
 - 4.6.3 any refund for a cancellation at any time will be at AF's discretion; and
 - 4.6.4 To any student who withdraws part way through a course stated to be for a full academic year, a refund of the enrollment fee will be issued on a pro-rata basis for the remaining lessons, up to 50% of the original fee. The institution will not issue a refund for any yearly enrollment fee for requests made after the 31st of March.

- 4.7 Payment of Fees can be accepted by debit or credit card, Paypal or bank transfer.
- 4.8 Fees include free membership to AF library and cultural centre for one year for the date of payment and also include access to the online student portal for the duration of the Course.

5 Cancellation and Reschedule

Before Courses have started:

- 5.1 You may cancel your course no less than one Working Day(s) (not including Saturdays) prior to commencement of the Course for a full refund. Should you wish to cancel in accordance with this condition 5.1 in order to obtain a refund, notification and requests to cancel must be made in writing to the Language Office or admin@afglasgow.org.uk. Any cancellation after this time will require payment for the Course and no refund will be given, subject to condition 4.4.3, at the discretion of AF or in accordance with applicable law.

Cancellation after Courses have started:

- 5.2 After the first class of a Course has been delivered by AF, the Course may not be cancelled and no total or partial refund shall be given, subject to applicable law.
- 5.3 Subject to condition 5.1, for any cancellation or changes of a scheduled private tuition Course or class by a Student due to illness or such other provided reason, the Language Office or admin@glasgow.org.uk should be informed in writing no less than 24 hours prior to the class, or if such scheduled class is due to commence on a Saturday or Monday, no later than 1 Working Day before. If notification of cancellation is made in due time, the private tuition class may be rescheduled by AF, notwithstanding the class will be charged in full.
- 5.4 For cancellation of a scheduled class received by AF on the day of the class, only at the discretion of AF will the class be rescheduled notwithstanding the class will be considered missed by the Student and no Fee will be refundable.
- 5.5 If a teacher is unable to attend a class due to illness, personal circumstances or other, or if they are unable to conduct a distance-learning Course due to an equipment or internet failure on our part, AF will always do its best to allocate a substitute at the original Course time. Where this is not possible, AF reserves the right to reschedule the relevant Course to another time and will provide the Student with as much notice as possible.
- 5.6 For Students who do not attend 2 consecutive classes per Course, upon notice AF reserves the right to offer a Student place on a Course to another Student.
- 5.7 For Courses performed in person, a time and location will be provided to Students and the Student will endeavour to adhere to such time and location.
- 5.8 AF reserves the right to change the location of any Courses including to the Course being conducted online if, in its reasonable opinion it is deemed necessary. Should any class be relocated (including to online) no reimbursement of any Fees shall be granted.
- 5.9 AF cannot accept any responsibility for unforeseen changes in a Student's circumstances that may prevent a Student's attendance in relation to the Course.
- 5.10 For distance-learning Course, 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, or after the Course has begun. Students are advised to check that they have all the necessary equipment and a suitable internet connection before the Course begins and to download the relevant application in advance.

- 5.11 AF cannot accept any responsibility for unforeseen events which prevent a Student from attending or receiving the Course on days when the premises remain open, such as strikes, adverse weather conditions, transport malfunction or technical difficulties, and cannot refund or replace the class under these circumstances.
- 5.12 In the event of an incident beyond our control which forces closure of the AF or prevents us from delivering a Course (e.g. pandemic resurgence, extreme weather event, generalised internet failure, government order, local council order, or advice from the emergency services), we will endeavour to replace the Course with a suitable alternative to the best of our ability, but where this is not possible, we reserve the right to cancel any scheduled Course for the days concerned, without refund. To the extent that it is possible, such a closure will be advertised on the AF's website or otherwise communicated to the Students concerned.

6 Courses

- 6.1 Students registered for a Course will require to re-register for any subsequent Courses to secure their space.
- 6.2 Resources may be provided however, you acknowledge that books and other learning materials are not included in the Fees payable for a Course.
- 6.3 If any Course proves to be unsuitable for a Student, AF reserves the right to transfer the Student to another within the same enrolment period within the first two weeks of the Course commencing.
- 6.4 Course duration and scheduling may depend on the number of students enrolled and may be altered subject to enrollment numbers until the third class of the course. After this point, it will not change, or at the institution's discretion, the course may be cancelled, in which case students will be offered alternative courses, refund options or a credit note.
- 6.5 In the case of a private tuition Course, the Course purchased is valid for a period of twelve months from the date of purchase, is valid only for the Student named in the Application and is non-refundable.
- 6.6 In the case of a private tuition Course, the exact dates and times requested by students at the time of registration are not guaranteed to be respected, although we will do our best to accommodate their requests. The scheduling of classes depends on staff availability as well as the activities of the Alliance Française regarding group classes. The delay between a request and the start of a private course is approximately one week.
- 6.7 Distance-learning Courses are conducted via Zoom. For the 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).
- 6.8 For online Course, 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 your Course.
- 6.9 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 other students of AF.

- 6.10 One or more teachers may be allocated to you throughout the period of your Course this is to best suit your requirements and our operational needs.

7 Student Obligations

- 7.1 [Students shall ensure at all times that they behaviour in an appropriate manor, with respect and consideration to all AF employees, representatives, members and other Students.
- 7.2 AF reserves the right to refuse admission/enrolment and to cancel any Course without a refund for any Student in the event of serious contravention of the Code of Conduct or any AF policy.
- 7.3 When visiting or attending a Course at any of our premises, in the event of non-respect of our policies and 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. In the event of non-observance, we can take no responsibility for your health and safety.
- 7.4 AF teaching staff have signed contracts with AF which do not allow them to teach privately students who have been introduced by AF.

8 Liability

- 8.1 The extent of the AF's liability under or in connection with these Terms or any Course (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall not exceed the total amount of Fees paid for the relevant Course by the person raising a claim and AF will not be liable for any indirect or consequential loss.
- 8.2 Except as expressly stated in the above provision all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

9 Other

- 9.1 For details of AF's Complaints Policy or Child Protection Policy please contact us or visit our website. All disputes will be dealt with in accordance with our Complaints Policy.
- 9.2 Where a Student's details are provided to AF it is acknowledged that this will constitute Personal Data and will require to be Processed by AF for the purposes of providing a Course, in accordance with Data Protection Legislation. AF undertakes that it will only process such Personal Data in order to provide a Course or otherwise to provide the relevant services under these Terms. Further information regarding our Processing of Personal Data and how we use your Personal Data can be found in our Data Protection Policy.
- 9.3 Any complaint or commendation can be made in writing to the Language Office (admin@afglasgow.org.uk) and will be dealt with in accordance with our Complaints Policy.
- 9.4 AF will have different opening hours over public holidays and Students will be informed of these.
- 9.5 Students are responsible for their own property while on the premises. AF will not be held liable for any loss or damage to personal effects.

9.6 These Terms are governed by the Laws of Scotland and the parties agree that the Scottish court shall have exclusive jurisdiction.