



General Terms & Conditions of Sales

Minors

Alliance Française Dublin 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 children and teenagers (under 18) (“hereinafter called “the student”) at Alliance Française Dublin, except where explicitly stated otherwise in a written agreement.

Article 2 | Enrolment process

Each enrolment is binding and non-transferable.

Possession of all relevant learning material (including any textbooks and school supplies indicated by the teacher) is essential. Enrolment of a student is confirmed on payment of the relevant enrolment fees and the student’s parent/guardian warrants that the information provided to Alliance Française Dublin on enrolment is true and correct.

Article 3 | Enrolment refusal

Alliance Française Dublin 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 8 (1 to 4 years old), 10 (5 to 6 years old), 12 (7 to 12 years old) or 15 (13 to 18 years old) students depending on the type of class. Alliance Française Dublin will therefore not be able to proceed with enrolment of an additional student above the class size limit unless all other parents/guardians of each student in the class have provided their written consent.

Article 4 | 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 seventy-five euro (€75). 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 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 Dublin. By accepting this credit note, which will be valid 365 days after the date of purchase of the course, parents/guardians waive any refund thereafter.

No refunds in respect of course materials shall be made at any stage by Alliance Française Dublin.

Article 5 | Pricing and Methods of Payment

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

Services provided by Alliance Française Dublin 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 parent/guardian.

Alliance Française Dublin reserves the right to refuse enrolment to any student whose parent/guardian has not completed all required enrolment formalities outlined in Article 3.

For the convenience of parents/guardians Alliance Française Dublin provides an online enrolment service.

Parents/guardians may also enrol their child in person by calling to Alliance Française Dublin or by telephone when they will be asked to provide their credit card details.

Article 6 | Course Cancellation by Alliance Française Dublin

Alliance Française Dublin 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, the parents/guardians of 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 Dublin, 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 6 or 8 students is required to open a class, depending on the type of class in which the student is enrolled.

Alliance Française Dublin 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 7 | Designation of teachers and rooms

For each course, Alliance Française Dublin 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 Dublin 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 Dublin 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 8 | Monitoring

Progress of the student will be carefully monitored. At the end of each school term (workshops and camps excluded), a report card will be sent by email to the parents/guardians.

This report card will mention the student's progress and the teacher's guidance on the next course in which to enrol.

If a parent/guardian wishes to talk to a teacher, an appointment must be made with the Course Director.

Article 9 | Health and safety

Students under the age of 12 must be supervised at all times by a parent/guardian while on the premises of Alliance Française Dublin (save while in class). Parents/guardians of students under the age of 12 are required to remain contactable and on the premises for the duration of the class.

It is the responsibility of parents/guardians to ensure that students are supervised when leaving the building.

No student is to leave the premises of Alliance Française Dublin during the scheduled time of the class unless accompanied by Alliance Française Dublin staff or in possession of a note signed by a parent/guardian.

No student is to use the lift unless accompanied by an adult.

It is recommended that students make use of the toilet facilities prior to the beginning of the class.

All Alliance Française Dublin staff members are Garda vetted and all efforts are made to ensure that a trained first-aid staff member is on the premises at all times.

Any pre-existing medical condition (physical or mental), or any condition that requires medication, must be reported by the parent/guardian on enrolment. Unless written authorisation is received by the parent/guardian, Alliance Française Dublin staff will not administer medication to any student. Alliance Française Dublin does not accept any liability for issues arising from a student's medical condition. Any care requirements while the

student is attending a course at Alliance Française Dublin must be communicated in writing at the time of enrolment. Parents/guardians should not bring a sick student to class. In the event of an emergency, Alliance Française Dublin will call 999 after taking all protective measures.

Article 10 | Punctuality and Absence from Class

Students are expected to arrive on time for their class and leave after the class is dismissed. No student will be allowed to leave earlier unless a written note signed by a parent/guardian is provided.

In the event that a student is absent, the parent/guardian is requested to notify the reception of the absence. Prior to the next class, the parent/guardian is requested to check the work covered during the previous missed class via the online portal of Alliance Française Dublin and to ensure that the student completes any homework assigned.

Article 11 | Behaviour

Alliance Française Dublin reserves the right to withdraw a student from the class if the student's behaviour is deemed inappropriate and detrimental to the progress of the fellow students following consultation with the student's parents/guardians (where applicable) in an effort to resolve matters to the satisfaction of Alliance Française Dublin. There shall be no refund of fees in this case.

The student further agrees to comply with the Code of Conduct. In the event of a serious breach of the Code of Conduct, Alliance Française Dublin may terminate the student's enrolment and there shall be no refund of fees due to the student.

Article 12 | Student's Property

Alliance Française 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 13 | Public Holidays

Alliance Française Dublin is closed during all designated public holidays in the Republic of Ireland.

Article 14 | Closure in the event of a force majeure

Alliance Française Dublin 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 Dublin ("a force majeure event"). A force majeure event includes any acts, events, non-occurrence, omission, or accident beyond the reasonable control of Alliance Française Dublin 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 Dublin 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 Dublin;

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

To the extent that it is possible such cancellations will be advertised on Alliance Française Dublin website or otherwise communicated to the parent/guardian of the students concerned.

However, Alliance Française Dublin where possible, will offer online classes as an alternative to on site classes.

Article 15 | Online tuition

Alliance Française Dublin will not be held responsible for any technical difficulties experienced by a student who has enrolled or has been enrolled by their parents/guardians 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.

Parents/guardians enrolling a student 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 16 | Absence of liability in the event of failure

Alliance Française Dublin does not accept any liability in the event of a student failing to achieve their learning objectives.

Article 17 | Personal Data

Alliance Française Dublin ensures compliance with European data protection law and refers parents/guardians to consult all relevant policy documentation pertaining to this legislation.

Upon enrolment, the parent/guardian is required to provide the following information on their student, which must be valid and up to date: Title / Surname / First Name / Date of Birth / Postal Address

As the parental/guardian contact, the parent/guardian should also indicate their own details for the following: Contact Phone Number / Email Address

Parents/guardians must ensure that all updates to the above data are passed on in writing to info@alliance-francaise.ie.

Alliance Française Dublin cannot be held responsible for any miscommunication due to emails being redirected to parents/guardians' junk mail folder or spam box.

Article 18 | 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.

