

2024 Terms & Conditions - In-Person and Online (“E-Tuition”) Collective Classes

The Alliance Française de Melbourne (“the AFM”) is the most renowned and reputable French learning centre in Melbourne, boasting 150 years of experience in teaching French. The AFM offers a wide range of French courses and services for all levels, ages, and purposes at its physical premises, as well as online.

The person who enrolls for learning French with the AFM (the “Student”) accepts these Terms & Conditions (“T&C”). These Terms & Conditions will remain applicable until the AFM notifies the Student of their amendment.

1. GENERAL REQUIREMENTS

1.1 All Students are subject to these Terms & Conditions. The student’s enrolment comprises the entire agreement between the AFM and the Student, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

1.2 Participants in language courses for adults must be at least 18 years of age.

1.3 All non-beginner new students will be asked to complete our placement test. The results of the placement test will be used to identify the student's level and place them in an appropriate course. Students will be notified of their level by email or phone. Former AFM students who have not studied French for six months or more must also take a placement test before beginning their tuition.

2. TERMS OF PAYMENT

2.1. The Tuition fee is required to be paid in full at the time of enrolment in order to reserve a place in an AFM course. All transactions are in Australian Dollars. All prices as displayed on the AFM website are inclusive of GST. Tuition fees do not include textbooks.

2.2. Enrolment can be made online, by phone, or in person.

2.3 The Student is required to enrol for the full session of Tuition. Courses and/or Tuition fees apply only to the Student concerned, and are not transferrable at any time, to any other party.

2.4. The new Student accepts to pay the full amount of the Tuition fees which are not refundable even if the Student does not complete the Tuition. For the avoidance of doubt, courses and/or Tuition fees apply only to the Student concerned, and are not transferrable at any time, to any other party.

2.5. If the Student is under 18 years of age, the parent/guardian is responsible for the payment of the Tuition fees.

3. TUITION

3.1 The details and duration of the Tuition are stated in the confirmation document provided by the AFM to the Student at the time of enrolment.

3.2. Tuition commencement date is the date upon which the AFM:

a. Receives from the Student the Tuition fee in full; and

b. Has issued the necessary information in order for the student to have access to his/her student virtual platform and therefore his/her AFM class access.

3.3 After enrolment, the Student will receive an email with an invitation to join the virtual student platform. The Student will be required to click through to the platform and explore the dashboard.

3.4 Any change of Tuition requires the approval of the Director of Studies. The student is reminded that the assignment of tutors is determined by the AFM, and this decision is final. Exceptions are only made in the case of a replacement or an unforeseen situation. Students cannot choose their own tutors. Every effort will be made to maintain high standards of teaching and smooth transition from one session of Tuition to another, or for the replacement of a tutor.

3.5 Subject to any laws including any government-imposed restrictions, the maximum number of students by In-Person Tuition is fourteen students. In the case of insufficient numbers of students or unforeseen circumstances, the AFM reserves the right at its entire discretion to cancel a Tuition. In the event of such cancellation of Tuition by the AFM, the AFM will offer to the Student the choice of either another Tuition suitable to the Student, a credit to be used within 12 months of the date of issue, or a refund.

3.6 The AFM reserves the right to change tutors during the period of Tuition.

3.7 It is important to note that if a student chooses to enrol in a course above or below their recommended level, the class content will not be altered to suit their individual needs. Transfers to another level or class will only be considered during the first 2 weeks of the term, following discussions with the Director of Studies and the tutor..

3.8 Please note that Tuition will not be held on Victorian public holidays.

4. ENROLMENT FOR IN-PERSON AND ONLINE CLASSES

4.1 The AFM is committed to the health and safety of our students, as well as to finding solutions to continue uninterrupted French classes. Therefore, the AFM reserves the right to move In-Person Collective classes and Private Tuition lessons to online classes (“E-Tuition”) as required due to circumstances beyond the control of AFM. Where In-Person classes are moved to E-Tuition: unless directed otherwise by the AFM, the class, the level of the class and the tutor will remain the same, but the Tuition will be provided online.

4.2 No credits or refunds will be offered, should the AFM make the decision to move In-Person classes to E-Tuition. If classes cannot be transferred to E-Tuition (in the case of children's classes, for example), a credit valid for 12 months will be offered.

4.3 Where In-Person classes are delivered online due to directions from the relevant authorities, or other circumstances beyond the control of AFM, it is understood by the Student that online delivery is a temporary measure until such directions from the relevant authorities or the relevant circumstances change. Where Students wish to expressly remain in online classes for the duration of their studies, they should enrol in classes that are categorised as permanently online.

4.4 By registering for face-to-face courses, the Student agrees that they have read this notification, and accept the digital alternative in the event that courses must be offered digitally.

5. CANCELLATION & REFUNDS

5.1 The following conditions apply if the Student is unable to take part in the course:

a. Tuition fees cannot be refunded in the case of cancellation by the Student less than five Business Days before the course starts ("Business Day" being in these T&C a day which is not a Saturday, a Sunday or a public holiday in the State of Victoria).

b. Where a student decides to cancel his/her course more than five Business Days before the commencement of the course, a fee of AUD\$80 (eighty Australian dollars) will be deducted from the refund amount, by way of contribution towards AFM administration costs.

c. Partial refunds, exchanges, postponements or transfers of Tuition or Tuition fees to another party are not allowed.

5.2 Fees cannot be refunded once a course has started, and no (partial) refunds are possible for students who miss one or more classes. The AFM cannot accept any responsibility for unforeseen changes in students' circumstances that may prevent attendance.

5.3 It is not possible to transfer a course or a part of a course to a third party or the next term.

5.4 If enrolment numbers are insufficient on the starting date, AFM reserves the right to cancel or postpone the course. In this case we will offer the Students the opportunity to move to another course or to receive a full refund of the course fee. We regret that we can only conduct courses that have the minimum number of Students by the end of the enrolment period.

6. CONFIDENTIALITY - PRIVACY

6.1 A Student's 'personal information' (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by the AFM to provide the Student with the learning services contemplated by the Student enrolment under these T&C. The AFM's Privacy Statement is available on its website:

<https://www.afmelbourne.com.au/footer-terms-and-conditions/privacy-policy/>.

6.2 The AFM will make reasonable efforts to keep secure any information that it holds about the Student and to ensure that any of its employees or agents who have access to information about the Student, do not make any unauthorised use, modification, reproduction or disclosure of that information.

6.3 The AFM will only disclose the Student's information:

a. to the extent specifically required by law

b. for the purposes of the Student's enrolment (including disclosing information in connection with any query or claim)

c. for events related purposes

6.4 Information provided by the Student is considered confidential and will not be divulged to any third party, nor will it be sold.

6.5 Upon enrolment in the Tuition, the AFM may use the content from the Student's emails to the AFM, in its marketing materials and on its website testimonials page, as well as sending a monthly newsletter to the Student. In so doing, the Student's identity will never be revealed; however, the AFM will use the Student's initials and his/her City. The AFM will also respect the Student's privacy and only comments related to course outcomes and the Student's experiences will be mentioned.

7. ENROLMENT DISCOUNT OFFERS

7.1 The AFM awards special discounts to its students, notably a 5% concession discount on course fees when presenting a valid tertiary student, concession, or health care card.

These enrolment discounts apply for all Collective Tuition (general and specialised) except for Immersion Days, Storytime sessions and school programs organised with primary or secondary schools.

7.2 When and if an Early-Bird Discount is offered, students must enrol in a course before the stated deadline in order to receive the Early-Bird Discount. Discount cannot be claimed retrospectively.

7.3 All discount offers cannot be used in conjunction with any other offer (Loyalty Card, Student, Senior, Early Bird, Siblings).

8. TUITION MATERIALS, ACCESS, AND ASSESSMENT

8.1 Tuition materials supplied in class and available for viewing online may not be recorded, downloaded or copied unless instructed to do so by the Alliance Française de Melbourne.

8.2 The content of the Tuition materials, including copyright and all other such intellectual property rights contained therein, remain the exclusive property of the AFM. The Student will not reproduce any part of the Tuition Materials without the prior written consent of the AFM.

8.3 Tuition materials are personal to the Student and the Student is prohibited from selling, giving or transferring the Tuition materials to any other person or organisation who is not the Student.

8.4 Tuition materials and Tuition content are subject to change.

9. ONE-ON-ONE / PRIVATE / SEMI PRIVATE E-TUITION

Please refer to the Private Tuition page of the website:

https://www.afmelbourne.com.au/media/website_pages/learn-french/private-tuition/Private-Tuition-TCs-2023.pdf

10. CATCH-UP E-TUITION

In the event that the Student is unable to attend a class, he/she may organise an online Catch-up Tuition Session. For a two-hour class, the Student can organise a paid \$50 (fifty Australian dollars) thirty-minute Catch-up Session. A maximum one-hour Catch-up Session can be organised per term when two or more classes are missed. Catch-up sessions are to be booked and organised within the term dates of the missed class(es) and are subject to the AFM tutor availabilities. Catch-up sessions are held exclusively online.

11. EXAMS

To start the enrolment process, the Candidate must complete the form for the corresponding exam they wish to sit, which can be found on the AFM website [AFM - Exams and Diplomas](#). Upon receipt of the completed form, the AFM will invoice the candidate via email. It is the Candidate's responsibility to pay the invoice within seven Business Days of receipt of the invoice.

Cancellations and deferrals prior to the registration deadline must be made by the Candidate in writing and a processing fee of AUD\$80 (eighty Australian dollars) will be charged by the AFM. No refund, credit note, or deferral will be granted after the registration closing date. Transfers to other Candidates are not possible.

12. STUDENT BENEFITS

The Student is entitled to benefits including discounts and access to the Culturethèque and Media Centre (subject to availability). This privilege is valid only for the duration of the Tuition.

The Student is entitled to attend general and extraordinary AFM meetings. However, unless the Student becomes a member of the AFM, the Student does not carry any voting rights for such meetings.

13. MEMBERSHIP

In the event the Student chooses to become a Member of the AFM by paying the Membership Subscription fee, Membership of the AFM is valid for one year from the purchase date of the Membership.

Members can access their membership cards digitally by logging into their AFM account. Membership allows members to enjoy special advantages including eligibility to vote at the Annual General Meeting of the AFM, and, as the case may be, at the extraordinary meetings.

14. GIFT VOUCHERS

14.1 The AFM gift voucher may be applied to any product sold at the AFM (Tuition, E-Tuition, workshops, merchandise, events organised at the AFM). It is not refundable nor exchangeable, nor is it transferable or redeemable for cash. The voucher does not guarantee admission into Tuition or E-Tuition. Admission is subject to the availability of Tuition or E-Tuition and requires the gift recipient to contact the AFM by telephone on (03) 9525 3463 or via email, to enrol in a course. The voucher is for single use only and must be submitted to the AFM when redeemed.

14.2 The voucher is valid only for Tuition or E-Tuition under these T&Cs or one-on-one/Private Tuition either at the AFM's physical branches or online (E-Tuition). The voucher is valid for three years after the issue date. If enrolment is made for Tuition or E-Tuition, which is of a lesser value than the face value of the gift voucher, the difference shall not be reimbursed to the recipient of the voucher, but shall be kept in credit in the Student's account.

15. STUDENT OBLIGATIONS

15.1 The Student is required to:

- a. Ensure that all the information provided to the AFM is accurate;
- b. Notify the AFM of any contact/details' changes (email, telephone, address etc.);
- c. Advise the AFM of any difficulties or problems the Student may experience with Tuition;
- d. In interaction with the Alliance Française de Melbourne' staff, tutors and other students (including, but not limited to telephone calls, emails and instant chats) to conduct civilly and respectfully at all times. Allegations of misconduct will be investigated by the AFM. Violent, indecent, disorderly, threatening or offensive language is in breach of this code of conduct and the offending student will be disbarred from their courses.
- e. The Student ensures they are in a safe and quiet environment when undertaking online classes. It is compulsory to have cameras and microphones turned on for their online classes with the AFM. In the interests of all Students, it is the AFM's obligation to request any Students who cannot fulfil these requirements to leave the class.
- f. Ensure they are enrolled in a course at a level appropriate to their abilities. Whilst the AFM will make best efforts to address any particular challenges faced by students, collective courses will necessarily comprise students of varying abilities and class changes cannot be made after

the commencement of term on the basis of a Student perceiving they need to change class or level for any reason. It is the Student's responsibility to request an oral assessment with the AFM, in the case of any doubt regarding their course level or abilities, prior to enrolling in a course.

g. Not, under any circumstances, use abusive language or harass staff, tutors or other students. The AFM reserves the right to determine, at its sole discretion, what constitutes abusive language and harassment, and where that has occurred; and may, partially or completely, deny service to the infringing Student.

16. LIMITATION OF LIABILITY IN RELATION TO E-TUITION

16.1 To the extent permitted by law, the AFM hereby excludes any liability to the Student in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Student or any other person, or for any costs, charges or expenses incurred by the Student, arising from or in connection with the Student's Tuition enrolment and any act or omission of Alliance Française de Melbourne.

16.2 Where an Act of Parliament implies in this Agreement any term or warranty which cannot be excluded, restricted or modified, such term or warrant shall be deemed to be included in this Agreement provided that the AFM liability for a breach of such term or warranty is, at the option of the AFM, limited to the supply of the Tuition again or the cost of supplying the Tuition again.

The Student acknowledges that, despite best endeavours by both parties in terms of Tuition and learning, the AFM does not warrant the Student's improvement in French as a result of Tuition.

17. FORCE MAJEURE

The AFM shall not be liable or responsible to the Student, nor be deemed to have defaulted or breached this agreement, for any failure or delay in fulfilling or performing any term of the enrolment of the Student for Tuition when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the AFM, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting online operators or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. This clause expressly includes any further circumstance related directly or indirectly to the current coronavirus crisis such as governmental/state decisions, unrest, breakdown or power outage, etc.

18. GOVERNING LAW

All matters arising out of or relating to these T&C and to the enrolment of the Student for Tuition are governed by and construed in accordance with the laws of Victoria, without giving effect to any choice or conflict of law provision or rule (whether of Victoria or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than those of Victoria.

19. JURISDICTION

19.1 Any legal suit, action or proceeding arising out of or relating to these T&Cs and to the enrolment of the Student for Tuition shall be instituted in the courts of Victoria (Australia).

19.2 In connection with any controversy hereunder, each party shall be responsible for its legal fees and disbursements and all court and related costs and expenses; provided that, if The AFM shall be the prevailing party in any such controversy, the AFM shall be entitled to reimbursement of legal fees and disbursements and all court and related costs and expenses from the Student.

20. MISCELLANEOUS

Notices: All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the enrolment documents or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

Amendment and Modification: These T&Cs may only be amended or modified in a writing that specifically sets forth that said writing amends these T&Cs and is signed by an authorised representative of the Alliance Française de Melbourne.

Severability: If any term or provision of either these T&C or the enrolment of the Student for Tuition is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these T&Cs or the enrolment of the Student for Tuition or invalidate or render unenforceable such term or provision in any other jurisdiction.

Survival: Provisions of these T&Cs and the enrolment of the Student for Tuition which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: compliance with Laws, confidentiality, Governing Law, submission to Jurisdiction and survival.