

General Terms and Conditions

1 - General Conditions

1-1 Parties

The present general terms and conditions of sale (GTC) establish the contractual conditions exclusively applicable to any purchase of services at Alliance Française de Cebu by a buyer hereinabove referred to as “the student”.

1-2 Acceptance

By providing full payment, the student certifies he/she has read and accepted these GTC.

1-2 Area of application

These GTC are applicable to products and services ordered, delivered and invoiced to the student regardless of his/her location.

1-3 Modifications

Alliance Française de Cebu reserves the right to modify its terms and conditions at any time. If such a change should occur, the student will be warned by writing (mail and/or email). By registering, the student accepts without reservation the general terms and conditions in force.

2 - Conditions of Registration

To enroll at **Alliance Française de Cebu**, the student must be at least 18 years old. The student under 18 years of age at the time of the enrollment must provide **Alliance Française de Cebu** with an authorization from his/her legal representative prior to registration.

3 - Enrollment process

3-1 The enrollment process is as follows:

- The student signs the enrollment form;
- The student signs the terms and conditions;
- The student proceeds to payment.

3-2 The student has the right to withdraw his/her enrollment within seven days, starting from the date of payment. If the student wishes to withdraw his/her enrollment, then the student has to notify **Alliance Française de Cebu** in writing either via post at the following address *Alliance Française de Cebu, 371 Gorordo Avenue, Cebu, Philippines* or by email at school@alliancefr.ph

4 - Payment and Billing Terms

4-1 Participation in the services of **Alliance Française de Cebu** requires the payment of tuition fees covering courses and learning resources.

4-2 Textbooks will not be returned or exchanged.

4-3 During public holidays, courses are not refunded.

4-4 Registration is confirmed upon receiving full payment. Failure to pay for the order shall constitute cancellation of the order.

4-5 Payment shall be made either:

- by bank transfer;
- in cash in Philippine Peso (PHP);
- by check.

In all cases, the costs of financial intermediaries are borne by the student.

5 - Conditions for postponing group classes

5-1 If the student cannot attend a lesson, the lesson shall not be postponed for that reason and the student has to catch up by him/herself.

5-2 If a teacher is not able to attend a class, **Alliance Française de Cebu** will provide a replacement. If no replacement is available, the lesson shall be postponed. Such a postponement will not be charged to the student.

5-3 No postponement will be accepted for a session that has already begun.

5-4 Enrollment in a course may be postponed for a maximum of 6 months subject to the receipt by **Alliance Française de Cebu** of a written request at least seven days before the start of the course by e-mail.

5-5 In the event of a postponement, if the new dates of the course are fixed, the fee will be maintained. If the new dates are not fixed, the initial fee may vary.

5-6 Any postponed course is non-refundable and non-transferable to another account.

5-7 No reason for absence shall be given for making up a missed class.

6 - Conditions for Cancellation of Enrollment in Group Courses at the Student's Request Before the course starts

6-1 All cancellations must be made in writing by email to school@alliancefr.ph or by post delivered to **Alliance Française de Cebu's** address.

Cancellation fee:

- Cancellation more than 14 days before the first day of the course: 50% refund of tuition fees
- Cancellation less than 14 days before the first day of the course: no refund.

After the start of the course

6-2 No cancellation will be accepted once the course has started. No refund will be granted if the student wishes to stop attending classes after the first lesson.

6-3 In the event of absence from one or more courses once the course has begun, no refund will be granted for any reason whatsoever.

7 - Conditions for Postponement and Cancellation of Courses

7-1 Postponements are permitted provided that the dates of the postponed courses are between the start and end dates of the original contract. No postponement of the end date of the course will be accepted.

7-2 The request for a postponement must be made in writing at the latest 48 hours before the scheduled time of the course (not including weekends).

7-3 In the case of groups: the request for cancellation/postponement of a session applies exclusively to the group and not individually.

7-4 In the event of the student's absence from one or more courses, no individual postponement or refund will be accepted for any reason whatsoever.

7-5 **Alliance Française de Cebu** reserves the right to cancel a registration for a tailor-made course. In this case, the full tuition fee will be refunded, if the cancellation affects all the courses chosen.

8 - Conditions of Cancellation at the Initiative of Alliance Française de Cebu

In case of cancellation of a course or service provided by **Alliance Française de Cebu** (notably due to lack of students or absence of the teacher), the student will be offered a postponement of the course or service to a later date in the session or contract dates.

In all cases, the cancellation or postponement of services cannot give rise to the payment of damages by **Alliance Française de Cebu**, for any reason whatsoever.

9 - Program Modifications

9-1 Alliance Française de Cebu reserves the right to modify, if necessary, the timetable and the schedule of the courses, provided that the student is informed in advance.

9-2 Alliance Française de Cebu also reserves the right to modify, in case of necessity, for example for health reasons, the modality of the courses (face-to-face, hybrid or distance learning), before or during a course session, subject to informing the student beforehand.

10 - Educational and computer equipment

In case **Alliance Française de Cebu** provides online classes, all costs related to access online classes, whatever they may be (in particular hardware costs or Internet access), are the sole responsibility of the student, who is solely responsible for the use and proper functioning of his/her computer equipment and Internet access.

Consequently, **Alliance Française de Cebu** shall not be held liable in any way whatsoever in case the student is unable to access online class due to technical issues related to his/her equipment.

11 - Disclaimer and Force Majeure

Alliance Française de Cebu cannot be held responsible in case of non-performance or poor performance of the contract due to the student's fault, or to the insurmountable and unforeseeable act of a third party to the contract, or to a case of force majeure.

12 - Complaints

Alliance Française de Cebu will study any complaint with the greatest attention. Complaints should be sent by email to school@alliancefr.ph.

13 - Image rights

Alliance Française de Cebu may take photographs of the student for use in a brochure, social media, advertising or on its website, unless the student advises otherwise. This notice must be given in writing, at the latest at the time of registration.

14 - Exclusion

In case of breach of the CGT, **Alliance Française de Cebu** reserves the right to interrupt without notice the courses of the offending student. No refund will be granted.

15 - Language and Applicable Law

The language of the contract is English.

The law applicable to the contract is the law of the Philippines.