



Alliance Française  
Jacksonville

By registering as an AFJAXAX Student, you agree to be bound by the following terms and conditions.

## LANGUAGE LEARNING POLICY

### I. Payments

#### A. Before your first class, you must:

1. Be a member or sign up for membership in the Alliance Française de Jacksonville (AFJAX).
2. Fill out and sign a French Language Learning Program Registration Form ("Registration Form").
3. Pay the full amount due as indicated on the Registration Form before the first class (by online debit or credit card payment).

B. Private and semi-private classes are offered in blocks of at least 6 hours. Hours must be used within 90 days.

C. Group classes are offered for a complete session.

D. Tuition Fees are non-transferable between sessions. Tuition fees do not include any book or other aides.

### II. Refunds

Course fees will be refunded in full if a course is cancelled or closed due to an insufficient number of students, or for any other reason beyond our control.

REFUNDS BEFORE THE CLASS HAS STARTED: Course fees are refundable only if requested in writing to [president@afjacksonville.org](mailto:president@afjacksonville.org) before the first class of the course. The following charges will apply:

If cancelled by the student within 5 business days prior to class start date, full refund minus 3 % processing fee minimum \$5.00 or full credit for class to be applied within one (1) year.

If cancelled by the student less than 5 business days prior to the start date, 50 % refund minus 3% processing fee minimum \$5.00 or a 50 % credit for class to be applied within one (1) year.

AFTER THE CLASS HAS STARTED: Course fees cannot be refunded under any circumstances once the first class of the course has taken place. The Alliance Française de Jacksonville cannot accept any responsibility for unforeseen changes in students' circumstances (family, employment, health, technology or internet issue etc.) that may prevent attendance.

### III. Group Classes

For group classes, the schedule is provided before each session.

Note that we offer group classes at the group classes price only for a group of 5 students or more. When the minimum attendance is not reached for a group, AFJAX reserves the right to either request additional tuition fees for the session, reduce the number of hours for the session, or cancel the class and issue a refund.

#### IV. Cancellations

- A. AFJAX may in its sole discretion change the scheduled time of a class or cancel a class.
- B. If AFJAX cancels a class and it cannot be rescheduled, a refund will be extended for the number of hours canceled notwithstanding Section II above.
- C. If you need to cancel a private or semi-private lesson, please contact your teacher directly 48 hours in advance to reschedule. Otherwise payment will be due for the class.

#### V. Hold harmless, indemnify, liability

The classes are taught by AFJAX employees. (Teachers) The Teachers are intended third party beneficiaries of this Section.

- A. You do and will hold AFJAX and its Directors, the Teachers harmless from any claim, cause of action, suit, petition, or demand of any kind by whomever brought, that arises out of or is in any way related to the classes you attend.
- B. You shall indemnify AFJAX and its Directors and the Teachers for any monetary assessment, arising from any claim, cause of action, suit, petition, or demand of any kind, by whomever brought, that arises out of or is in any way related to the classes you attend, including but not limited to (i) payment of any penalty, fine, judgment award or decree, (ii) payment of any court cost or attorneys' fees to a prevailing party, and (iii) the payment of costs and attorneys' fees incurred in defending any such claim, demand or cause of action as described above.
- C. In no event shall AFJAX, its Directors or the Teachers be liable for any damages whatsoever, including without limitation, direct, indirect, special, incidental, or consequential damages of any kind, above the amount of tuition paid.

#### VI. Additional terms

- A. In case of dispute, you agree to submit your dispute to pre-litigation mediation. If mediation fails, any dispute would be adjudicated under Florida law. Furthermore, any such dispute would be heard by, and you agree to subject yourself to the jurisdiction of, such Florida court in Duval County, Florida as has subject matter jurisdiction.
- B. It is agreed and understood that you did not rely on any promises or representations that do not appear written here and incorporated into the Registration Form.
- C. Any failure to insist on the performance of any of the terms and conditions listed here and incorporated into the Registration Form shall not be construed as waiving any other term or condition at any other time.
- D. As a registered 501c3 not-for profit organization, AFJAX, along with its teachers, kindly appreciates the non-solicitation of teachers for competing personal instructional services outside the framework of the Alliance Française de Jacksonville.