

By signing the Class Registration Form, 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 (AFJ).*
- 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 debit, credit card, check or money order made out to Alliance Française de Jacksonville).*

B. Private and semi-private classes are offered in blocks of at least 6 hours.

C. Group classes are offered for a complete session.

D. Tuition fees are not transferable.

E. Tuition fees do not include any book or other aides (we can nevertheless facilitate book acquisition)

### **II. Refunds**

A refund request will be considered only for class group sessions if it is submitted in writing to AFJ before the third class of the session.

### **III. Group Classes**

For group classes, the schedule is provided before each session. In exceptional circumstances, upon written request and at AFJ's sole discretion, you may be allowed to attend a private class to catch-up without paying an additional fee.

Note that we offer group classes at the group classes price only for a group of 4 students or more. When the minimum attendance is not reached for a group, AFJ 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. AFJ may in its sole discretion change the scheduled time of a class or cancel a class.

B. If AFJ 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 independent contractors under contract with AFJ (Teachers) and take place at locations rented from or made available by various individuals or entities (Hosts). The Teachers and Hosts are intended third party beneficiaries of this Section.

A. You do and will hold AFJ and its Directors, the Teachers and the Hosts 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 AFJ and its Directors, the Teachers and the Hosts 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 AFJ, its Directors, the Teachers or the Hosts, 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.