

## TERMS AND CONDITIONS

### E-TUITION

During the period of the pandemic crisis, and for a period to be driven by the circumstances and the directions from the relevant authorities at the federal or state level, the Alliance Française has decided to shift group classes and one-on-one lessons to distance learning (“**E-Tuition**”). These terms and conditions (“**T&C**”) will remain applicable until the Alliance Française d’Adélaïde notifies the Student of their amendment.

#### ENROLMENT FOR ONLINE CLASSES

1. The person who enrolls for learning French with the Alliance Française d’Adélaïde (the “**Student**”) accepts these T&C. Any new Student is subject to these T&C. The Student’s enrolment and these T&C comprises the entire agreement between the Alliance Française d’Adélaïde and the Student, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.
2. By accepting these T&C the Student:
  - who wishes to shift his/her tuition to E-Tuition agrees that the Tuition fee already paid is used for the E-Tuition;
  - who is a new Student agrees to pay the E-Tuition fees (including GST) for the E-Tuition provided by the Alliance Française d’Adélaïde. The Student will be using the payment method as agreed by the Student in the enrolment form. All transactions are in Australian Dollars. All prices as displayed on the Alliance Française d’Adélaïde website are inclusive of GST.
3. For the new Student, enrolment can be completed online, but will not be confirmed until the full payment has been received in the Alliance Française d’Adélaïde bank account (please consult the website for the most up-to-date details). A non-beginner Student must take a placement test before beginning the E-Tuition. The Student is asked to enrol for the full term of E-Tuition. E-Tuition fees do not include textbooks.
4. The new Student agrees to pay the full amount of the E-Tuition fees which is not refundable (even if the Student does not complete the E-Tuition).
5. If the new Student is under 18, the parent/guardian is responsible for the payment of the E-Tuition fees.
6. The details and duration of the E-Tuition are stated in the confirmation document provided by the Alliance Française d’Adélaïde to the Student at time of enrolment for the new Student or at the time of the shift of the enrolment to E-Tuition for the already enrolled Student.
7. The E-Tuition commencement date is the date upon which the Alliance Française d’Adélaïde:
  - Receives the new Student’s the E-Tuition fee in full;
  - Sends the Student their username and password for the Alliance Française d’Adélaïde online classes access.

8. It is important for the Student to note that an online environment does require an element of self-learning, including self-discipline, dedicated time put aside for classes and homework, and a level of dedication to his/her E-Tuition.
9. To access E-Tuition, the Student is required to have access to the three following tools:
  - a. a video conference tool named Zoom for web meetings allowing the Student to see, listen and engage in exchanges with the teacher;
  - b. a platform named Apolearn that the Student can use anywhere, anytime to submit homework and assignments (formal teaching) or take the opportunity to engage with the Student's classmates (informal teaching);
  - c. a convenient online French keyboard, that will assist the Student with written work and typing accented characters.
10. The E-Tuition enrolment is complete when the Student has been issued a username and password for the Alliance Française d'Adélaïde online classes access ("**E-Tuition Access**").
11. After enrolment, the Student will receive an email from the Alliance Française with an invitation to join the Apolearn platform. The Student will be required to click through to the platform and explore the dashboard. Then the Student will be allowed to interact with fellow students with a 'bonjour!' on the E-Tuition chat.

## E-TUITION

The Alliance Française d'Adélaïde is responsible for allocating the Student to the E-Tuition that best corresponds to the Student's language level and needs. Any change of E-Tuition requires the approval of the teacher. Students are reminded that they cannot choose a particular Tuition or teacher. As teachers have extensive experience, every effort will be made to maintain high standards of teaching and smooth transition from one session of E-Tuition to another or for the replacement of a teacher. In the best interests of the Student, the Alliance Française d'Adélaïde asks that first enrolments and re-enrolments be made 1 week prior to the commencement date of each session of E-Tuition in order to avoid E-Tuition cancellations. Early re-enrolments will be entitled to the discount stated below under 're-enrolment discount offers' (the re-enrolment discount does not include the shift of group class or one-on-one tuition to E-Tuition).

The maximum number of students by Tuition is sixteen students. In the case of insufficient numbers of students or unforeseen circumstances, the Alliance Française d'Adélaïde reserves the right at its entire discretion to cancel an E-Tuition. In the event of such cancellation of an E-Tuition, the Alliance Française d'Adélaïde will offer to the Student the choice to be offered another Tuition suitable to the Student or a transfer of the credits to a later session. The Alliance Française d'Adélaïde reserves the right to change teachers during the period of E-Tuition.

Please note that E-Tuition will not be held on South Australian public holidays. In this case, E-Tuition hours will be extended to compensate for missed E-Tuition or organised on another day if possible.

## E-TUITION FEES

Note that fees cannot be refunded or transferred in the case of cancellation by the Student less than 5 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 SA). No partial refund can be granted for E-Tuition not attended and no postponement can be allowed except under special circumstances whereby justification is provided by the Student and approval from the Alliance Française d’Adélaïde is granted at its discretion. In either circumstance, an \$50 administration fee will be charged to the Student.

No adjustments to billings will be made in the event of the Student’s absence from E-Tuition for any reason.

## CONFIDENTIALITY - PRIVACY

A Student’s ‘personal information’ (as that term is defined in the *Privacy Act 1988 (Cth)*) will only be used by Alliance Française d’Adélaïde to provide the Student with the learning services contemplated by the Student enrolment under these T&C. Alliance Française d’Adélaïde’s Privacy Statement is to be found on its website: <https://www.af.org.au/policies/>

We will make sure to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

The Alliance Française d’Adélaïde will only disclose the Student’s information:

- to the extent specifically required by law; or
- for the purposes of the Student’s enrolment (including disclosing information in connection with any query or claim).

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

## E-TUITION MATERIALS, ACCESS AND ASSESSMENT

The content of the E-Tuition materials, including copyright and all other such intellectual property rights contained therein, remain the exclusive property of the Alliance Française d’Adélaïde. The Student will not reproduce any part of the E-Tuition Materials without the prior written consent of the Alliance Française d’Adélaïde.

E-Tuition materials are personal to the Student and the Student is prohibited to either sell or give or transfer the E-Tuition materials to any other person or organisation who is not the Student.

E-Tuition materials and E-Tuition content are subject to change.

E-Tuition materials are provided online via our distance learning system as described on the Alliance Française d’Adélaïde’s website. Due to the current circumstances the E-Tuition may occasionally be inaccessible for technical reasons or during scheduled maintenance.

## ONE-ON-ONE / PRIVATE E-TUITION

Enrolment for one-on-one E-Tuition can be made by calling Reception on (08) 8272 4281. One-on-one E-Tuition fees (please consult website for the most up-to-date details) are to be paid for a minimum of a 1-hour Tuition and at least 2 Business Days prior to the E-Tuition. In the event of cancellation of E-Tuition by the student, 1 Business Day notice is required, otherwise, the full E-Tuition fee will be charged. To re-schedule the E-Tuition, the Student will have to contact the Alliance Française d'Adélaïde by telephone at (08) 8272 4281 or online. E-Tuition fees are not refundable or transferable. All one-on-one E-Tuition in the package must be completed within 6 months of the first E-Tuition.

## STUDENT OBLIGATIONS

The Student is required to:

- Ensure that all the information provided to the Alliance Française d'Adélaïde is accurate;
- Notify the Alliance Française d'Adélaïde of any contact/details changes (email, telephone, address etc.);
- Advise the Alliance Française d'Adélaïde of any difficulties or problems the Student may experience with E-Tuition;
- All interaction with the Alliance Française d'Adélaïde' staff, teachers and other students (including, but not limited to telephone calls, emails and instant chats) are to be conducted civilly and respectfully at all times.
- Use of abusive language, harassment of staff, teachers and other students will not be tolerated. The Alliance Française d'Adélaïde 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.
- To not copy and paste content directly from the E-Tuition otherwise, the Student will be in breach of these T&C and the Student's enrolment in the session of E-Tuition will be cancelled. In its sole discretion, the Alliance Française d'Adélaïde may refuse re-enrolment of the Student to E-Tuition or allow the Student for re-enrolment into another E-Tuition session - charges will apply.

## LIMITATION OF LIABILITY IN RELATION TO E-TUITION

To the extent permitted by law, the Alliance Française d'Adélaïde 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 E-Tuition enrolment and any act or omission of Alliance Française d'Adélaïde.

To the extent permitted by law, the Student indemnifies and keeps indemnified Alliance Française d'Adélaïde for any loss and damage suffered by Alliance Française d'Adélaïde by or as a consequence of this enrolment to E-Tuition.

## FORCE MAJEURE

The Alliance Française d'Adélaïde 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 E-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 Alliance Française d'Adélaïde, 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.

## GOVERNING LAW

All matters arising out of or relating to these T&C and to the enrolment of the Student for E-TUITION are governed by and construed in accordance with the laws of South Australia without giving effect to any choice or conflict of law provision or rule (whether of South Australia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of South Australia.

## 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&C may only be amended or modified in a writing that specifically sets forth that said writing amends these T&C and is signed by an authorized representative of the Alliance Française d'Adélaïde.

Severability: If any term or provision of either these T&C or the enrolment of the Student for E-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&C or the enrolment of the Student for E-TUITION or invalidate or render unenforceable such term or provision in any other jurisdiction.

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

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