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SPECIAL TERMS AND CONDITIONS OF SALE

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These special terms and conditions of sale apply to services offered by the Alliance Française de Bruxelles-Europe (AFBE) to individuals paying directly for their courses, certification, and related services. By registering, the Client unreservedly accepts these general terms and conditions of sale. The AFBE refers to the version of the Special Terms and Conditions of Sale in effect on the day the order is placed.

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1. Admission requirements

1.1. Age of the Client

To register for an adult group course, the Client must be at least eighteen (18) years old or sixteen (16) years old with parental consent.

Specific course sessions are open to adolescents (13-17 years old) throughout the year.

Private lessons are intended for all audiences from the age of six (6).

Registration for official exams is carried out in the declination corresponding to the candidate's age.

1.2. Customer Information

The Client must provide the AFBE with all useful information expressly requested or which could reasonably influence the proper conduct of their training or examination. If the Client does not inform the AFBE or provides incorrect information which would result in additional costs for the AFBE, these costs will be charged to the Client.

Certain information requested allows the AFBE to better understand its audiences in order to refine its service offering.

1.3. Insurance

Health, accident and civil liability insurance are compulsory and the responsibility of the Clients, considering all the services offered by the AFBE (participation in a course, an official exam, a cultural outing, etc.).

Customers' objects, belongings, furniture, vehicles, and valuables are not guaranteed against theft, loss, or damage, regardless of the cause. It is therefore the responsibility of these customers to take out any insurance they deem necessary to protect their personal belongings.

The parties therefore agree that the AFBE can never be held liable in this regard.



2. Terms and conditions for registering for training

2.1. AVERAGE

The Client can register in four ways:

- Online on the website;
- By email;
- On site at the AFBE;
- By phone.

2.2. Commitment and assiduity

All registrations are personal and non-transferable.

By validating his order or registration by any means (website, telephone, email, AFBE reception) or by signing a quote or an order form (private lessons, in-company or financed by a company), the Client irrevocably undertakes to follow or have followed the training and/or certification mentioned, subject to the right of withdrawal provided for in article <u>Right of withdrawal</u>.

It is the Client's responsibility to inquire before registering about the eligibility of the training and whether the funding is covered by their organization (employer, government program, university scholarship, paid educational leave). The AFBE cannot be held responsible if funding for the training is refused. Cancellation of the Client's training for this reason is not considered a case of force majeure and therefore does not entitle the Client to a refund of the training as indicated in article <u>4.4 Cancellation or request for postponement in the event of force majeure</u>.

In the case of a **registration made by a company** for group lessons or private lessons, a fee of thirty-five (35) euros will be applied for each Client benefiting from said lessons. These administrative fees are valid for one year, from the date of payment of the invoice relating to the service.

2.3. Positioning test

Any non-beginner client wishing to enroll in a group French course must take a placement test. Participation in the placement test is an integral part of the contract and is a condition of participation in the course.

Placement in the class group corresponding to the test level guarantees each learner high educational quality and harmonization of levels within the class.

Clients who have already taken the placement test less than six (6) months ago or who are already enrolled in an AFBE class are exempt from this test.

If, following this test, the Client registers for a group course (fifty-four (54) hour module), the price of the test will be deducted from the amount of this first group course.

In the case of online, telephone and email registrations, the Client must take the placement test under five (5) calendar days maximum after having accepted the general conditions of sale.

If the Client does not wish to take the placement test or wishes to join a different level than their placement test, the AFBE cannot be held responsible for inappropriate placement. Consequently, if the Client wishes to change levels once their course has begun, they will not be guaranteed an available place in the course at the different level. In this specific case, no refund or credit note will be issued.



2.4. Placement in a course

After paying for the order and passing the placement test, a place in the course will be allocated based on available places.

As soon as the registration is effective, the Client will receive confirmation of their registration directly by email or by reception.

Registration as stated in this confirmation obliges the Client to follow the training/take the exam during the period and at the times specified in this document.

2.5. Educational materials

For group training, possession of educational materials is mandatory.

Textbooks used (digital or physical) during classes are not included in the registration fees. They are not refunded even if the Client exercises their right of withdrawal.

Digital workbooks are included in access to the digital training support platform.

2.6. Duration of training

The training courses known as **group courses** last fifty-four (54) hours; these hours are distributed according to several intensities: from three (3) hours per week to fifteen (15) hours per week.

The course schedules as mentioned at registration cannot be changed.

Private lessons are flexible, the schedule is established according to the needs of the Client and the availability of the teacher in charge.

The so-called **e-learning training courses** have a duration as mentioned in the sales product. The packages can last one (1) month, three (3) months or six (6) months depending on the product purchased.

<u>Public Holiday</u>: The course schedule takes public holidays into account; as with weekends, no classes are held on public holidays.

2.7. Designation of teachers and premises

For each type of training, the AFBE has sole discretion over the professor who will teach the courses and the rooms in which they will take place. There is no right to be taught by a specific professor or to benefit from a specific room.

The AFBE cannot guarantee the same teacher for an entire session. No cancellation by a Client will be validated on this basis.

2.8. Evaluation and promotion to the next level

The learner undertakes to maximize their chances of success by regularly attending classes, completing the work recommended by the teachers and practicing French as much as possible, particularly through exchanges with French speakers.

Group lessons:



In order to ensure that the learner has the necessary skills, progress to the next level is subject to the following conditions:

- A minimum overall score of 12/20 across all assessments.
- A favorable opinion from the teacher, which assesses the learner's ability to follow the next level.

If the learner does not reach the next level, the AFBE invites them to repeat the course module and will authorize a 50% discount on the public rate (not combinable with other discounts).

3. Terms and conditions of payment and invoicing

3.1. Registration Payments

The costs of group or individual training and certification are subject to pricing included in all AFBE communication media (website, online purchasing platform, etc.).

The services are **exempt from VAT** under article 44§2.4° of the VAT code.

The amounts indicated are fixed and do not include the cost of the teaching manual.

The total amount due for group or individual training or registration for an exam must be paid before the start of the training or at the latest on the registration closing date.

Transfer fees (payment and reimbursement) are the responsibility of the Customer.

Online payments via the Ingenico/Worldline platform, with a credit or debit card, are debited at the time of purchase and the costs related to the transaction are the responsibility of the Customer.

Payment fees via the Alma platform are the responsibility of the Client.

3.2. Modification of the order

The AFBE may charge the Customer any costs resulting from modifications that the latter makes to the initial order/registration.

In addition, for any modification (change of course formula, postponement to a later session, request for reimbursement or credit note resulting from a case of force majeure, etc.), a management fee of sixty-five euros (€65) will be retained from the amount of the reimbursement or the credit note.

3.3. Payment in installments with ALMA

The AFBE, in partnership with the company ALMA, allows its Clients to pay for their group lessons in several installments, only by credit card accepted by ALMA via its website.

This option is available for purchases over six hundred euros (€600) and applies exclusively to group lessons. By choosing this payment method, the Customer agrees to respect the scheduled deadlines. In the event of non-payment or blocking of the bank card, ALMA may recover the amounts due, with possible administrative fees according to the conditions specified at the time of purchase.

3.4. Late payments

From the payment due date indicated on the invoice issued by AFBE, the amount is due and payable in full.

1st reminder: amicable



In the event of non-payment or incomplete payment of the amount due on the due date, an initial friendly reminder will be sent to the Client within four (4) days.

2nd reminder: late payment interest 8%

After the four (4) day period, late payment interest amounting to 8% of the invoice amount will be applied. The Customer will have four (4) additional days to pay the total amount of the invoice.

3rd reminder: exclusion from the course and dispute

If the Client fails to pay the amounts due after the eight (8) day deadline, the AFBE will suspend the service and initiate litigation proceedings by entrusting the recovery of the debt to a collection agency and applying a fixed penalty of 10% of the invoice amount, with a minimum of eighty euros (€80).

4. Cancellation and refund conditions

4.1. Cancellation in case of visa refusal

Individuals wishing to enroll at the AFBE from their country of residence must comply with the legislation in force in Belgium. The AFBE cannot be held responsible for any difficulties or refusals in obtaining a visa or residence permit upon presentation of a certificate of enrollment in one of its courses.

In the event of a visa refusal duly certified by the Belgian consular services, course registrations are reimbursed, less a fixed amount of sixty-five euros (€65) corresponding to administrative management costs, provided that the reimbursement request is made before the initially planned start date for the training and that it is justified by the visa refusal.

4.2. Right of withdrawal (European Directive 2011/83/EU)

When a Client, acting as a natural person, registers online, by email or by telephone, he or she has a right of withdrawal of **fourteen (14) days** from the date of acceptance of the **General Terms and Conditions of Sale (GTC)** and/or of his or her actual registration for a service. This right allows him or her to cancel his or her registration without having to justify his or her decision, provided that the service has not started.

If this period of fourteen days expires on Saturday, Sunday or public holiday, it is automatically extended until the next working day.

If the service purchased by the Customer begins before the end of the right of withdrawal period, it is considered to be **partially executed**. The Customer may exercise his right of withdrawal, but may not be reimbursed for the value of the services consumed or deemed to have been consumed.

The right of withdrawal or any request for reimbursement or postponement of service is **excluded when purchasing digital products/content** (<u>art.VI -53 §13 of the Code of Economic Law</u>).

Terms of exercise of the right of withdrawal

To exercise his right of withdrawal, the Customer must notify his decision in writing, within the time limit, using one of the following methods:

- 1. By completing the withdrawal form provided for this purpose .
- 2. By sending an unambiguous written statement, clearly specifying the following information:



"I/we () hereby notify you of my/our () withdrawal from the contract for the following service () ordered on () / received on (*)."

Name and surname of the Client - Date - Signature

The notice of withdrawal must be sent:

- By email to the following address: info@alliancefr.be
- By post to:

Alliance Française Bruxelles-Europe

Customer service
Avenue des Arts 46
B-1000 Brussels

If a refund is required, the Customer will need to provide their bank details to process the request.

4.3. Refund and credit note

Within the framework of the right of withdrawal, the Client thus has the right to obtain a refund or a credit note corresponding to the training for which he has validly registered, less the services and benefits consumed or deemed consumed.

The credit note must be used within six (6) months from the date of application of the right of withdrawal.

The AFBE will reimburse, at the latest within fifteen (15) working days following the date on which it was informed in writing of the decision to withdraw, and on condition that the information is complete and accurate, the sums already paid or will create a credit note corresponding to them.

In the context of any other request, even resulting from a case of force majeure, a deduction of sixty-five euros (€65) corresponding to management costs will be applied to the reimbursement or credit note.

4.4. Cancellation or request for postponement in the event of force majeure

The AFBE may accept a postponement of training (with the exception of digital products), if the training has started, and only in the event of **illness** duly justified by a medical certificate or **force majeure** (moving, professional transfer, etc.), duly justified by official documents and specifying that not all of the courses can be followed.

A credit note valid for six (6) months or a refund will then be credited to the Client's account after deduction, on the one hand, of the administrative costs of sixty-five euros (€65) and, on the other hand, of the costs pro *rata temporis* of the courses consumed or deemed consumed.

4.5. Refusal of registration or exclusion

In the event of misconduct or inappropriate behavior by the Client, the AFBE reserves the right to interrupt the training/exam without notice and without reimbursement.

The rules of good conduct can be consulted in the document "internal principles".

4.6. Cancellation of training by the AFBE

In case of security problem:



The AFBE reserves the right to cancel a training course when it cannot be carried out under optimal safety, comfort, supervision and/or learning conditions, and in the event of force majeure or exceptional circumstances.

Reduction in the number of hours or cancellation in the event of participant error:

The AFBE reserves the right to cancel a training course, even when it has been registered, if it finds that the training course has an insufficient number of registrants.

The threshold for opening a group course is a minimum of six (6) participants.

In the event that said training includes five (5) firm registrations, the AFBE reserves the right to open the course and reduce the volume of hours initially planned in the training, without consideration of the initial rate paid by the Client, in order to maintain the financial balance necessary for the optimal running of the AFBE's services and activities.

The reduction will occur as follows:

• For a minimum of five (5) participants > fifty (50) hours of lessons instead of fifty-four (54) hours. If there are fewer than five (5) participants, the training will be cancelled.

In the event of cancellation of a training course, each Client who has been validly registered will be personally notified by email and will be offered the possibility of requesting registration for an alternative or subsequent training course, to the extent that the AFBE can present them, or of being fully reimbursed for their registration for the training course.

The Client must notify the Client of their decision to follow a subsequent training course or to be reimbursed within three (3) months of receiving the email informing them of the cancellation of the training. After this period, the costs of the training will be definitively acquired by the AFBE.

In the event that a training course started should be cancelled by the AFBE during the session and the Client chooses to cancel their registration, the reimbursement of registration fees and costs will only be made pro rata to the courses that could not be provided – regardless of whether or not the Client attended the courses that were provided.

4.7. Postponement of a session by the AFBE

Force majeure:

In the exceptional case of an event resulting from a national strike movement, the illness of the designated teacher or any other exceptional event, the AFBE reserves the right to postpone the course(s) concerned. However, in the interest of the Clients and in educational terms, other solutions must be considered first:

- Choice of distance learning method in the event of a strike, for example, on the condition that all participants and the teacher have the capacity to work remotely;
- Exceptional replacement of the teacher in the event of illness of the latter, for example;

If distance learning or a replacement cannot be arranged, the AFBE will postpone the course to a later date, in accordance with the participants' availability.

5. Specific terms and conditions for private lessons for the general public

All the general terms and conditions mentioned above also apply to private lessons. However, some specific conditions apply:



5.1. Payment

The Client must pay the full amount of the invoice within three (3) days of receipt, and in any event, at least forty-eight (48) hours before the first lesson. Any delay in payment will automatically result in the application of the provisions set out in Article 3.4 "Late Payments".

5.2. Postponement of session(s)

The Client may request the postponement of a session by sending a request by email to the following address: cp@alliancefr.be

The team will be responsible for informing the teacher. This request must be made at least twenty-four (24) hours in advance on weekdays, and on Fridays for a course scheduled on Monday. It is also recommended to notify the teacher directly in advance.

Failure to meet this deadline will result in the session being considered due.

5.3. Customer Delay

Any delay by the Client will not result in a change in the course end time. This rule applies regardless of the reason for the delay.

5.4. Validity of course hours

Training hours must be used within the allotted timeframe, which begins on the invoice date. After this timeframe, any unused hours will be lost.

This deadline is established based on the number of hours ordered, as follows:

- six (6) months for orders of less than 20 hours of training
- twelve (12) months for orders of 20 hours or more.

5.5. Course modalities

Private lessons can be provided in person or remotely, depending on the Client's preference.

5.6. Cancelation

In the event of cancellation of the order by the Customer, without exercising the right of withdrawal, no refund – total or partial – will be made.

6. Specific terms and conditions for services ordered by a company/institution

All the general terms and conditions mentioned above (except for the articles in sections 4 and 5) also apply to courses ordered by a company/institution. However, some specific conditions are added:



6.1. Payment

Companies/financiers must pay the full amount of the invoice within three (3) days of receipt, and in any event, at least forty-eight (48) hours before the first lesson.

Any delay in payment will automatically result in the application of the provisions set out in article 3.4 "Late Payments".

For each beneficiary registered for training, the company will pay administrative management fees amounting to thirty-five (35) euros. These fees are valid for twelve (12) months from date to date.

6.2. Session postponed

The Client may request the postponement of a session by sending a request by email to the following address: cp@alliancefr.be

The team will inform the teacher.

This request must be made at **least twenty-four (24) hours** in advance on working days, and on Friday for a course scheduled on Monday.

Failure to meet this deadline will result in the session being considered due.

6.3. Customer Delay

Any delay by the Client will not result in a change in the course end time. This rule applies regardless of the reason for the delay.

6.4. Validity of course hours

Training hours must be used within the allotted timeframe, which begins on the invoice date. After this timeframe, any unused hours will be lost.

This deadline is established based on the number of hours ordered, as follows:

- six (6) months for orders of less than 20 hours of training
- twelve (12) months for orders of 20 hours or more.

6.5. Course modalities

Courses ordered by the company/institution can be delivered in person or remotely, depending on the company/institution's preference.

6.6. Cancelation

In the event of cancellation of the order by the Customer once the invoice has been issued, no refund – total or partial – will be made and the fees will be considered due.



7. Specific terms and conditions for e-learning services

In the case of the purchase of digital products such as the various e-learning platforms, the Customer expressly waives his right of withdrawal upon purchase of the service/product. No refund or postponement will be authorized.

Access codes are sent to the Client within a maximum of forty-eight (48) working hours following payment for the service(s) purchased.

8. Specific terms and conditions for Certifications services

8.1. Register for an exam

All registrations are personal and non-transferable. By registering for any certification offered by the Alliance Française Bruxelles-Europe (TCF, DELF, DALF, DFP exams), candidates must consent to sharing the following data: Date of birth / Country of birth / City of birth / Mother tongue. This information will be used to issue the official diploma.

The TCF certifications offered at the Alliance Française Bruxelles Europe in the "CANADA", "ALL PUBLIC" and "INTEGRATION, RESIDENCE, NATIONALITY" versions require the uploading of an identity photograph or the capture of a photograph of the candidate's face on the day of the exam. Any candidate objecting to this mandatory formality will be refused access to the exam room and will not be reimbursed. Photographs uploaded or captured on the day of the exam are not retained by the AFBE.

Payment for the tests is made in one installment, at the same time as registration and must be made before the registration closes.

The annual schedules for written and oral examinations are fixed and cannot be changed. They can be viewed on the AFBE website.

8.2. Cancellation and refund or credit note conditions

8.2.1. Cancellation BEFORE the registration closing date:

The Client validly registered for an examination has the right to obtain a credit note or a **refund of the total amount** of the examination fees without deduction, if the request is made in writing, <u>before the registration</u> <u>closing date</u>:

- via the <u>withdrawal form</u> specially provided for this purpose which will be completed and sent by email to the address <u>info@alliancefr.be</u> at the latest on the last day of the registration deadline,
- or simply by email at <u>info@alliancefr.be</u>

8.2.2. Cancellation AFTER the registration deadline and 48 hours BEFORE the day of the 1st event:

In the event of **illness duly justified** by a medical certificate and provided between the time of the closing of registrations and forty-eight (48) hours before the taking of the 1st test (collective or individual), a A credit note worth seventy (70)% of the examination fees may be issued to the candidate, with the AFBE retaining



thirty (30)% of the amount as management fees. This credit note is non-refundable and will be valid for a period of six (6) months on all products/services sold by the AFBE.

In the event of **duly justified force majeure** (professional transfer, etc.), a refund of seventy (70)% of the examination fees will be granted to the candidate, with the AFBE retaining thirty (30)% of the amount as management fees.

In all other cases, relating to **personal convenience**, a fifty (50)% deduction will be applied and a credit note worth fifty (50)% will be created for the benefit of the candidate. This credit note is non-refundable and will be valid for a period of six (6) months on all products/services on sale by the AFBE.

8.2.3. Cancellation occurring less than 48 hours BEFORE the day of the 1st event:

In the event of **illness** duly justified by a medical certificate and provided within 48 hours of the date of the first test (collective or individual), a A credit note worth fifty (50)% of the examination fees may be issued to the candidate, with the AFBE retaining fifty (50)% of the amount as management fees. This credit note is non-refundable and will be valid for a period of six (6) months on all products/services sold by the AFBE.

In all other cases, no refund or postponement of date will be granted.

8.3. Conditions of award

8.3.1. Lateness / absence from exams

Candidates must make the necessary arrangements to respect the dates and times of the tests mentioned on the invitation.

In the event of lateness to the group tests, candidates will not be allowed to take the exam and no refund will be given.

In the event of lateness to the individual tests, candidates will not be allowed to take the exam and no refund will be given.

In the event of absence from one or other of the tests, no postponement of the test will be possible and no refund will be made.

8.3.2. Verification of identity and personal information

Candidates are required to report any corrections to their civil status to the invigilators or the examination board on the day of the exam. Any corrections made after this date, which will then require the reissue of their diploma, will be invoiced at the current rate, excluding the postal costs of sending the diploma.

8.3.3. Fight against fraud

The AFBE is fully committed to combating exam fraud and works closely with certification bodies (France Éducation International, the Paris Chamber of Commerce and Industry) to report any attempted fraud, whether successful or not, by means of a report. Fraud and attempted fraud are punishable by a ban on examinations, which may extend to five (5) years.

The use of electronic devices (smartwatches, smartphones, recorders, etc.) is strictly prohibited and any observation of their use is the subject of a report sent immediately to the certification body authorized to decide on a disciplinary sanction.



Candidates registered for the exam must attend in person. Any attempt at substitution or replacement is strictly prohibited and will result in the drafting of a report sent to the certifying body authorized to decide on disciplinary sanctions.

8.4. Request for re-correction/revision of copies/marks

DELF & DALF

It is not possible to contest the results of the DELF and DALF exams; the jury will issue the final results of the session to the committee, which cannot be the subject of any appeal.

Within one year, the candidate has the **right to consult his copy**. However, the evaluations and assessments placed on the assessment grids for oral and written productions are not disclosed to candidates, in accordance with the DELF and DALF regulations established by France Éducation international. Consulting the copy is an exclusively informative act which does not give rise to any pedagogical recommendations.

TCF

The oral and written comprehension tests, the answers to which are placed on an optical sheet, are processed electronically, which allows no errors. The results of these tests cannot therefore be the subject of any complaint.

However, within one month of the results being announced, candidates have the right to contest their assessment in the oral and/or written production tests. Each re-correction is invoiced to the candidate: if the candidate wishes a re-evaluation of both of their productions, this implies two invoices. In the event that the re-evaluation of a skill results in a higher result than in the first assessment, the amount of the invoice is refunded to the candidate for this skill. In the case of an unchanged or lower result compared to the first assessment, no refund is granted.

8.5. Request for reissue or duplicate of certificates/diplomas

When the Client notices an error on his diploma, he requests a **reissue** of the latter from the AFBE which will manage the exchanges with the certifying body (France Éducation international or the Paris Chamber of Commerce and Industry).

If the error is due to the AFBE, the reissue will not incur any additional cost.

If the error is caused by incorrect information from the Client, and the error(s) has (have not) been reported at the latest on the day of the oral and written tests, the additional cost will be chargeable and invoiced to the Client.

In the event of loss of the diploma, any request for a **duplicate** will be invoiced to the Client at the current rate. Under no circumstances will an original diploma be provided.

8.6. Cost of sending diplomas and certificates

Postage costs for sending diplomas or certificates are not included in the examination sales price.

Candidates who wish to receive their certificate by registered mail must request this by purchasing the registered mail service. They are responsible for ensuring the accuracy of the address provided in their Alliance Française personal space.

If the registered mail is returned to the AFBE, the certificate will be archived. Any further mailing will be at the candidate's expense.



9. Miscellaneous

9.1. Absence of liability of the AFBE in the event of failure

The AFBE is not responsible if the learner or certification candidate does not achieve their learning/certification objectives. Its commitment is limited to an obligation of means, not of results.

9.2. General Data Protection Regulation (GDPR)

In order to guarantee the protection of the personal data of its Clients, prospects and employees, AFBE undertakes to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) which came into force on May 25, 2018 and to ensure its compliance by the subcontractors carrying out the processing of said data on its behalf.

The personal data collected is recorded in our establishment management software. It is processed in accordance with our <u>privacy policy</u>. You can exercise your rights of access, rectification, erasure, limitation of processing, opposition and, where applicable, portability by contacting us at the email address info@alliancefr.be.

9.3. Interpretation in accordance with the French version of these general conditions

If any ambiguity or contradiction should appear between the different translations of these general conditions, the terminology used in the French version shall prevail.

9.4. Right to image

Unless otherwise stipulated by the Client to the AFBE, testimonials, films, recordings or photos which concern him, mention him or present him in the context of his training or his participation in an examination or a cultural event, may be used for promotional purposes, regardless of the form and communication medium. A form is available at reception to stipulate your opposition to the use of image rights.

9.5. Intellectual property and copyright

The paper or digital materials provided during the training/exam or accessible online as part of the training are the **property of the AFBE**.

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