

**Contractual Booking Conditions (ref ALS19) that apply to your registration(s) via the school's website :**

**1) Material :** The course fee includes the written pedagogical material.

**2) Contract : Registration and Payment**

All courses are payable in advance and in full at registration.

**Agreement** to these contractual booking conditions, registration of the student at the school and the commitment to pay fully the 'total to pay' stated arise from:

- either a)** the student's signature or that of the client's representative on the registration contract;
- or b)** an authorising letter, fax, email or other form of contract;
- or c)** a credit card guaranty (incl. a CC number given by phone);
- or d)** a part or full payment of an invoice issued by the school's registration office;
- or e)** attendance in the course;
- or f)** receipt by the school of full payment of an on-line registration invoice generated via the school's website.

Spaces in a given group are limited (see art. 5) and can be reserved only by registration with payment or CC guaranty or written order (bon de commande) from a public company.

**3) Minimum Registrations: for courses at school**, except if it is agreed otherwise in writing, the minimum registration in a group is to the end of one complete level. For private lessons and all courses outside the school, the number of hours is stated in the booking.

**4) 'Fixed' and 'Flexible' Private Lessons:**

The student agrees to cooperate with the school in the timetabling of lessons, so that they can in fact take place.

In the case of a 'fixed' series, the student can change the dates of the lessons up to 15 days before the first scheduled lesson in the series; after this point, by giving one month's notice.

In the case of a 'flexible' series, the lessons are planned a month in advance, but the student can cancel any lesson 24 hours beforehand.

The school will count as 'given' all lessons cancelled otherwise, as well as 'no show' / 'no answer to the doorbell'.

After 3 consecutive 'no shows' or 'no answers to the doorbell' without information from the student, the rest of the registered series will be cancelled without refund or credit to the student.

If a 'fixed' series becomes in reality 'flexible', the school will recalculate the hours for the whole series at the current flexible price.

**5) French group sizes** are normally 5, 6, 7, 8 (or exceptionally 9) students attending. Groups start if there are sufficient numbers. However, rather than cancel a group with a small number of participants and/or to ensure the 'Step by Step' continuity of levels throughout the year, the school may also open or maintain groups of 3 or 4 students. As smaller groups cover the material more quickly, they complete the pedagogical programme in 85% of the indicated hours. In the very exceptional case that the school runs a scheduled group with only 2 students, you cover the programme in 70% of the hours.

**6) Maximum course durations:**

Series of private lessons have to be taken by the 'registered' end date. The 'registered' end date is defined either at registration - or as the final session of a mutually agreed sequence of dates during the initial planning of the course. Series of private lessons without a registered end date may be taken up to 12 months from the booking date written on the contract.

Daily Intensive Groups at the school : Further participation in a multiple level intensive group booking may be postponed for up to 6 months from the first planned end date of the whole series written on the contract. Booking modifications are charged at 75 euros per change. Written notice of postponement should be given 15 days before the end of a cycle. Not all levels are taught in every intensive cycle. If you break the consecutive sequence of levels, the school may ask you to wait a further cycle after your modified dates for a group at your next level.

Twice Weekly Groups at the school : Bookings are for fixed periods. However, further participation in a multiple level group booking after the end of the current level may be credited against a re-registration for the whole of the next unregistered semester. Re-registration (with full payment) should be made at latest one month before the end of the current level.

**7) Force majeure and liability:**

The school will endeavour to give all lessons as planned. If the school is unable to give a lesson because, for example, a teacher is ill or cannot come because of a transport strike, the teacher will discuss and propose a best-fit alternative time. No refund or credit will be made to students who do not attend the alternative. Lessons will be counted as given: if cancelled because of official advice to the population; or if the public health environment /government instructions determine that lessons planned as courses in person are changed to be given online. The school is not liable for consequential loss of any kind.

**8) Photographs and images** The school may from time to time photograph or video lessons and groups for its own publications and publicity.

Care is taken to ensure that students are presented in a nice way. However, if you prefer that your image is not used for such purpose, you will have the opportunity to move out of the frame.

**9) Cancellation and Initial Guarantees** Special Offer fees are for all the lessons or courses on the registration and are not refunded or credited in part. Fees paid in the context of a visa application for Belgium are not refundable under any circumstances. Otherwise, up to 15 days before the first registered starting date written on the contract (or before the expiry date of a special offer if this is earlier), a cancellation fee of 20% of the total amount is charged with a minimum of 75 euros per level; after this point the full fees are due for the whole course.

**This clause is varied by four guarantees, which operate on the principle of 'good faith':**

**a) If you are a new student, who has registered individually**, the school guarantees that you will be pleased with your first lesson of either a group or a series of private lessons. If you find some pedagogical difficulty with your course, say so after your first scheduled lesson at the school. If, after you have tried the alternatives suggested by the school, it proves to be impossible to resolve the matter to your satisfaction, the school will reimburse the price you have paid for your course.

**b) In the case of a first series of in-company courses**, the school guarantees the satisfaction of the client organisation. The client has up to 5 scheduled hours or up to 10 working days (whichever comes first) to indicate a problem and allow the school the chance to resolve the difficulty. If the question cannot be resolved to the client's satisfaction, the contract will be cancelled without charge and the school will reimburse any pre-paid amount.

**c) Private Lessons, Immersion Courses and Groups Booked Together** : your satisfaction is guaranteed absolutely, session by session. If you are not satisfied and say so immediately after the session, the last period of up to 2 hours will not be counted. Naturally, the series will be suspended pending prompt analysis to avoid a repetition of the problem.

**d) For French group courses at the school:** The school asks you to engage in your course in the most positive and active way possible for you, attend all the lessons, participate in group interactions in French, revise the presented material, do the homework and complete the end of course test. If you do all this, it is guaranteed that you will 'succeed' with your first group cycle at Amira, meaning that you will attain the objectives of the level. If not, the school will give you a free equivalent course, or a refund if it is not possible for you to attend further lessons. 'Attainment of objectives' is a matter of whether, in good faith, you can continue with the next level (cf. test results and the pedagogical opinions of your teacher together with the school's Educational Counsellors and Director of Teaching).

**10) Admission to group courses at the school** is by written test and oral assessment. A change of course is usually possible, but students must first ask for and follow the school's pedagogical advice. Naturally, if you have the slightest doubt as to whether your group is right for you, you should seek advice at the earliest opportunity. The pace of the French group courses is adapted to help well educated, adult students learn in a time efficient way. If your group is your first contact of any kind with a foreign language, or your mother tongue is written with a different script, or you miss too many lessons to keep up with the programme, you may find it better to repeat one or other group level.

**11) Refunds and Transfers** A partial refund or credit can be obtained if the course insurance is taken at the time of registration (+4%) and the student withdraws after the full fees are due for an insurable reason (illness, etc.). Apart from this and the circumstances defined above in articles 6 and 9, registrations are not refunded or credited. A student may transfer the registration to another person: a) if the new student is a member of his/her family; or b) works for the organisation that paid for the course. In the event of such transfer or of a refund (example: for an insured reason), 75 euros per level is charged. If the school itself closes a group in a multi-level booking, a proportional credit/refund is made from the remainder of the amount paid less the advertised fee for the groups so far taken.

**12) Loyal co-operation:** The school engages to provide excellent, professional teachers and a structured, pedagogical programme. The student - and where applicable the clients organisation - engage not to recruit for their own purpose or otherwise to make pecuniary arrangements with the school's teachers.

**13) Data Protection for online bookings** You gave the school some personal information during this registration. We will use it only to contact you, to manage your courses, for certificates and to send you information about our further programmes. Our staff and any sub-contractors are contractually engaged to respect your confidentiality. During the booking sequence we asked you to check agreement that the student is over 20 years old and agrees to receive contacts and booking data via unencrypted emails from the school. You can revoke this permission at any time after the course is over by sending an email with the request to [info@amira.be](mailto:info@amira.be).

**14) Unpaid invoices** Following normal Belgian procedure, normal invoices, that remain unpaid or partially paid 10 days after their due date, are automatically, and without mise en demeure subjected to annual interest of 10% plus a penalty of 20% of the total to pay (with a minimum of 75 euros) plus legal costs. In the case of partial payment of any invoice, the balance of the full fee remains due and the school may make an additional administration charge and / or reduce the number of hours to give. If a scheduled payment is not received by the agreed date, the outstanding balance of the total to pay becomes immediately due. Any litigation will be decided by the French speaking tribunals in Brussels applying Belgian law and for which the principal amount in dispute cannot be more than the fee due for the course. In the case of difference between the language versions of these conditions, the version in English is primary.

**15) On-line bookings** : An Invoice specifically described as 'Online Registration' must be pre-paid (in full) in order to create a registration at the school. Therefore no penalties are due by the client if no payment at all is received by the school for an "Online Registration" invoice. On receipt of your full payment for a group course at the school, we reserve the space in the group for you and refuse it to someone else; for other courses we start to work on their details right away. Following Belgian AR 2002009820 article 14§1 and §3, this means there is no specific further delay

for cancellation because you booked online, other than as in these general booking conditions.

Therefore, when you book online, you need to decide firmly that you want what you have booked before you connect to your bank and pay the online registration invoice.

**Confirmation invoices for online registrations:** If your particular tax jurisdiction or accounting system requires an invoice document showing confirmation of payment received, you can request this after payment by emailing the school with your registration reference.