



## Admission Contract

Please carefully review the entire content of this contract below. It is essential as it contains vital information regarding the rights and responsibilities of the parents, including any constraints and exceptions that may be applicable to them. Furthermore, this document includes a specific clause outlining dispute resolution. By acknowledging this and tick mark the checkbox provided, indicating your consent to be legally bound by this contract and become a party to its terms.

For the purpose of this Agreement, the subsequent terms will signify:

### **Parties:**

Parents: Denoting the legal parent(s) or guardian(s) of the student.

School Founder: Referring to the individual or entity responsible for founding the school.

Acceptance:

By marking the provided checkbox, the Parents confirm their consent to enter into this Agreement.

### **Services:**

This Agreement encompasses the services provided by the School Founder at the School, encompassing academic, administrative, and any other related activities.

### **Definitions:**

Parents: Legal parent(s) or guardian(s) responsible for the student.

School: The educational institution governed by this Agreement.

School Founder: The entity responsible for the establishment and operation of the school.

Student: The child enrolled and attending the school.

Objective:

The primary objective of this Agreement is to define the rights and duties of the Parents concerning the services offered by the School Founder, along with other associated terms and conditions.

### **Contractual Relationship:**

By accepting this Agreement, the Parents acknowledge and agree that they are entering into a legally binding contract with the School Founder regarding the specified services.

### **Dispute Resolution:**

Any disagreements or disputes arising from or relating to this Agreement will be resolved as per the outlined dispute resolution clause.

<b>"Corporate"</b>	shall mean Weeones School Foundation, of which one of the Parent is an employee.
<b>"Corporate Tie-up Agreement"</b>	shall mean the agreement executed between the Corporate and the School Founder (either exclusively or otherwise), to have a tie-up/ arrangement for the purposes of providing discounted rates of Fee to the Corporate's employee, who is a Parent to the Pupil.
<b>"Weeones Play School"</b>	means Weeones School Foundation
<b>"Parent" or "Parents"</b>	shall mean the parent/ parents of the Pupil being enrolled at the school.
<b>"Pupil"</b>	shall mean the child or student being enrolled by his/ her/ their Parents at the School.
<b>"School"</b>	means pre-school, pre-school-half day and pre- school-full day learning center, opted for by the Parents to enroll the Pupil and situated at 134 Jagriti Enclave, Near new Jain Mandir, 110090 New Delhi.
<b>"School Founder"</b>	shall mean Weeones School Foundation

This Agreement shall remain in force for the duration of services provided by the School Founder to the Parents/ Pupil, however, some provisions, depending on the context, shall continue to be applicable even afterwards.

**PARENTS ARE REQUESTED TO NOTE THAT THE SCHOOL MAY BE A FRANCHISE OF WEEONES PLAY SCHOOL, OWNED AND OPERATED BY THE SCHOOL FOUNDER (A FRANCHISEE IN SUCH CASES) UNDER THE FRANCHISE MODEL. IN THIS MODEL, WEEONES PLAY SCHOOL GRANTS A LICENSE TO A THIRD-PARTY FRANCHISEE, THEREBY, AUTHORIZING SUCH FRANCHISEE TO OPERATE AND MANAGE SUCH CENTERS/ SCHOOLS UNDER THE BRAND NAME "WEEONES PLAY SCHOOL".**

Further, the School is strictly operated by the School Founder in accordance with the standards promulgated by Weeones Play School.

### **Operations of the School**

- ♦ The school shall be operated by the School Founder under the brand name "**Weeones Play School**" strictly in accordance with the standards promulgated by Weeones Play School.
- ♦ The school shall adopt proprietary specialized curriculum and other learning and pedagogic solutions, research and methodologies provided by Weeones Play School for providing quality education inline with the brand standards.

**Fee Structure & Payment Schedule is as follows:**

Particular	Details	When
Registration Fee	Onetime fee.	At the time of admission.
Monthly Fee	Tuition Fee & all other components. (Please note that, for the first month of joining, the Monthly Fee shall be payable, on prorated basis for the days of that month, at the time of admission)	As agreed with the Corporate under the Corporate Tie-up Agreement or otherwise, monthly, to be paid, in advance, within 5 days of the commencement of a calendar month
Students Kit	Contains books and other academic items.	As agreed with the Corporate under the Corporate Tie-up Agreement or otherwise, at the time of admission and at the time of annual class promotion for additional items added to the Student's Kit
Transport Fee* (Oneway or Two way)	If applicable, it will be paid as per the fee charged by School.	If applicable, as agreed with the Corporate under the Corporate Tie-up Agreement or otherwise, monthly, to be paid within 5 days of a calendar month.
Any applicable Goods and Services Tax (GST) on the aforementioned particulars shall be charged extra, at actual. *Availability of transport differs from one Weeones Play School' center to another and thus Transport Fee may or may not be applicable.		

Student's Kit will be charged at the time of admission. On change of class, Parents will be required to buy additional items. Weeones Play School may revise/ update the Student's Kit anytime and Parents may be required to pay for the additional/new items introduced in the Student's Kit.

Further, Parents agree that:

- ♦ Joining date filled during admission process will be considered as the final joining date and in case of change in joining date, the fee would continue to be applied from joining date mentioned during admission process.
- ♦ The Monthly Fee shall be collected by the Weeones Play School on behalf of the School Founder as its collection agency. Thus, unless otherwise agreed under the Corporate Tie-up Agreement.
- ♦ Unless agreed otherwise under the Corporate Tie-up Agreement, all the payments after due date attract late payment penalty of Rs. 100/- (Rupees One Hundred only) per calendar day. All
- ♦ above-mentioned fees are non-refundable, irrespective of the time for which the Pupil

continues at the school.

- ◆ Unless otherwise agreed under the Corporate Tie-up Agreement, Parents hereby agree that they are obligated for timely payment of fee as set forth in the Fee Structure and Payment Schedule. Parents further agree and acknowledge that the Pupil will not be allowed to attend the classes if fees are not paid on time or their account falls into arrears, whether as per the arrangement agreed herein or under the Corporate Tie-up Agreement. There will be no fee reduction due to any short term or long-term absenteeism of the Pupil.
- ◆ Parents also confirm that they have read and understood the fee structure and rules printed in the fee Structure and Payment Schedule and hereby accord their acceptance to the same.

## Settling Phase

Small child has lots of anxiety of separation, so in order to have smooth settling of the Pupil, one of the Parents (preferably mother) has to spend 2 (two) hours approximately at the school on a regular basis for the first week as a mandate.

## Fee Revisions & Escalations

Fee is revised on 1st April, every year. Furthermore, the School Founder reserves the right to increase amount of fee as well as fee structure, fee schedule anytime without any notice, however, attempts will be made to inform the Parents beforehand via email or any other suitable mode. The Parents hereby agree not to raise any objection in this regard.

## Weekly Offs & Holidays

School will remain closed on Saturdays and Sundays. School will also remain closed on days when the government departments, courts or any other competent authorities declares educational institutes or children related centers/ facilities, in the area where the School is located, to remain close on account of several reasons like increased pollution, extreme weather conditions, civil unrest, anticipated law & order situation, natural calamity related warnings (such as for earthquake, cyclone, harsh weather, etc.), outbreak of an epidemic, etc. Further, Weeones' may also take a decision to close School in extraordinary situations including but not limited to days of strikes, bandhs, communal riots or on days when disturbance in the law & order situation is perceived, outbreak of highly infectious disease or when in its opinion an order from a government authority or court, etc. applies or is likely to apply to a certain School and inform Parents via the or any other suitable mode. The Parents hereby acknowledge that Weeones' decision in such matters shall be final and provide their consent to the same and agree not to raise any objection in this regard.

## Illness Policy Sometimes

It may be difficult to understand that the Pupil is ill and requires rest at home or a visit to the Doctor. We strongly advise that if the Pupil is suffering from any of the symptoms, the Pupil should not be sent to School or in the event the symptoms arise (including the following) while already at the School, the Pupil may be sent home: (1) Fever – mild or high (of 100 degrees or higher); (2) Cold or Cough or Body Ache; (3) Vomiting, diarrhea or severe nausea; (4) Rashes or patches of broken, itchy skin; (5) Any communicable diseases/illness; (6) Any unexplained illness which causes the Pupil discomfort of a level that the Pupil is unable to participate in the Program or activities. If Pupil who is too ill to remain at the school shall be placed in separate care at the School and the Parents will be notified of the Pupil's illness and will be required to pick up the Pupil within 45 minutes. For the safety of the Pupil, it is imperative that you notify School Founder if any medication has been administered to the Pupil within the last 24 hours. Should there

be a medical emergency it is crucial to report whether or not the Pupil is on medication.

## Nail And Lice Policy

School Founder reserves the right to send a Pupil with grown nails or lice in hair back home. Parents will appreciate the measure is to be taken to protect children from inadvertently hurting one another.

School Shifting Subject to the approval of Weeones School Foundation, the School Founder reserves the right to shift the school at any point of time and at its sole discretion. Weeones School Foundation shall not be liable or entertain any claims of any nature on this account. Parents can apply for shifting the Pupil to any other center, operated under brand name 'Weeones'. Weeones will have sole authority to approve or reject such service requests. In case of approval of such request, Parents will be required to pay the fee of new center/school. Any center specific discounts (including inaugural discounts) are valid for the specific center only. If a center change is requested, Parents will be asked to pay the amount of discount that they availed during admission at that center/ school.

## Food

Food is everyone's personal choice and the School Founder respects and honors all religions, beliefs and food preferences. To ensure the same without operational complexity we provide balanced, nutritious vegetarian meals to all children. To enable us to take proper care of the Pupil and respect the belief system of everyone, we request you to strictly refrain from providing the Pupil with nonvegetarian food to be consumed at the school. In case, a Pupil brings nonvegetarian food to the school it may not be fed to the Pupil and the Pupil may be fed vegetarian food available at the school.

## Pause Policy

School Founder has a unique policy of pause. Under this policy, Parents can pause the services received by Pupil, if they do not send the Pupil for 30 days or more. Pause requests must be made at least 2 days in advance from the 1st day of absence. A Pause request must be a minimum for 30 days and a maximum of 90 days. During Pause period, Parents would only be charged 33% of the applicable Monthly Fee and remaining 67% of Monthly Fee shall be waived off and invoices shall be raised accordingly.

## Late Pickup Charges

Parents agree to pick the Pupil from the School, as per the School's/ Program's timings and thereafter the School Founder (as well as Weeones) shall not be liable and responsible towards such Parents/ Pupil. However, in case of delays due and only in cases of emergencies, Parents shall ensure that they inform the School Founder/ School at least 1 (one) hour prior to the school's closing time to enable the School Founder to make arrangements to keep the Pupil until the Pupil is picked by the Parents. In case a Pupil is picked up later than the Program timings, an additional charge will be applicable. For every 1 hour late pickup, a charge of Rs. 100/- (Rupees One Hundred only) will be levied. First delay up to first 15 minutes, no charges are applied, but if the late Pickup exceeds beyond first 15 minutes, then late Pick up charges will apply. For example, if the school closes at 6:30 pm, no late pickup charges will apply until 6:45 pm but if the Pupil is picked after that, at any time, until 7:30 pm, Rs. 100/- will be charged.

## Transport

Availability of School arranged transport facility differ from one Weeones center to another. School Founder may not be able to provide any sort of transport facility at all or may provide it for certain

locations only. Parents, if availing the transport facilities to and fro the school, for the Pupil, consent to the Pupil travelling by any form of motor vehicle driven by a vendor engaged by the School Founder, as permitted under the applicable laws. No discounts are applicable on Transport Fee.

## Mandatory Components

Food and CCTV are mandatory components at this School so Parents will be billed for these services along with Monthly Fee irrespective of Parents actually using these services or not.

## General Terms

Parents hereby accord their consent to the School Founder and Weeones to use CCTVs, still photography and videography at School and School organized events. Parents understand and acknowledge that such photographic & video images of the Pupil may be used internally or externally to document the growth and development of the Pupil, for School related functions & communication, School's advertisement, photo albums, brochures, press releases, websites or any other offline or online activity by School and / or Weeones. It is made known that such images and videos are taken in good faith while ensuring the dignity of the children. It is hereby clarified that no additional permissions shall be taken from the Parents before taking and/ or using such photographs and video images and the Parents hereby agrees not to raise any objection in this regard.

Parents understand and acknowledge that it is the policy of School that, in order to reduce risk of spreading any disease, a child (including the Pupil) with any disease that can be contagious may not be allowed in the school. School Founder has the authority to take decision on such matters. Parents hereby authorize, appoint and empower the School Founder and its staff to act as their agent to furnish on their behalf any oral or written authorization as may be required before taking any medical or surgical services.

Parents hereby release the School Founder and Weeones, for any liability which might arise from giving such authorization; it being their desire that the Pupil be furnished with such medical or surgical services as soon as reasonably possible after the need arises. Attempts will be made to inform the Parents beforehand, if the circumstances of the situation so permit.

CCTV feed is meant for Parents only and shall not be shared by Parents with any third party. Parents agree to take full responsibility of any incident happening due to any sharing of feed with anybody. Further, Parents also understand that the CCTV feed provided to them is only for 2 logins and for any extra logins there may be additional charges.

Parents acknowledge that smooth operations of CCTV Feed transmission depend upon several factors including but not limited to internet connectivity available at the school and that the School Founder cannot be blamed for interruptions in CCTV Feed transmission for reasons which are beyond its control such as technical glitches, reasons attributable to Internet Service Providers, malwares, viruses, time taken in restoration of transmission, etc.

Parents shall disclose any health issues, symptoms, allergies, etc. of a Pupil to the School Founder. Moreover, Parents acknowledge that in spite of School Founder taking reasonable care at the school, it is likely that Pupil, Parents and other visitors at the school may get infected with certain contagious diseases, included but not limited to Corona infection. Parents understand that School Founder is taking utmost care in following all reasonable hygiene, safety and other precautions to prepare healthy food for the Pupil. Parents do release, absolve, waive claims, liabilities, and/or suits and indemnify and hold harmless School Founder and Weeones, their respective affiliates, officers, employees, directors, representatives, assignees, etc., in cases of non-disclosures of essential health information by them and/or where the School Founder

has taken reasonable hygiene related measures (including but not limited to preparation of food), but the disease could not be prevented.

Parents acknowledge and understand that School Founder takes utmost care for well-being of the Pupil by having suitable infrastructure and educating other children and staff but that may still inadvertently result in some injuries during class, playtime or otherwise. Attempts will be made to inform the Parents about the circumstances and nature of such injuries. In this regard, Parents do release, absolve and hold harmless School Founder and Weeones, their respective affiliates, officers, employees, directors, representatives, assignees, etc., against any such injury suffered by the Pupil. Parents hereby waive their rights to claim damages (contractual or tortious) from School Founder and Weeones, their respective affiliates, officers, employees, directors, representatives, assignees, etc., for any such injuries or harm to the Pupil.

Parents hereby accord their consent to the use of the personal information (including but not limited to their phone numbers, e-mail ids, etc.) provided by them to the School Founder or the Weeones for the purposes of communicating with them, sharing such information with a third party when deemed necessary by the School Founder or the Weeones and sending them informational or promotional e-mails, sms (short message services), multi-media messages on other applications, calling them, etc. Parents agree to receive such sms, emails, calls, etc.

Parents hereby agree that any information which they wish to keep confidential or think is of confidential or sensitive in nature (such as medical history of Parents or Pupil, etc.), they shall convey the same to the School Founder by expressly stating that the same is of confidential nature and making an express request, in writing, that its secrecy and confidentiality shall be maintained.

After having taken due care in its operations of the school as specified in this Agreement, the Parents acknowledge and agree that the School Founder (as well as Weeones) shall not be liable for accidental injury or other loss caused to the Pupil or the Parents or liable in any other way.

By agreeing to be bound by these terms and conditions the Parents on behalf of themselves and on behalf of the Pupil authorise as far as is required under data protection law the School Founder (as well as Weeones) to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of providing services at the school.

The school, as any other learning center/ institution, is likely to undergo a number of changes during the period/ term of this Agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School / Weeones rules, policies and procedures, etc. In addition, there may be the need to undertake a School Founder's entity/ corporate reorganization exercise and / or a merger or change/ transfer of ownership may be necessary. For these reasons, the benefit and burden of this Agreement may be freely assigned to another party at the discretion of the Weeones and the Parents hereby accord their consent to any such changes and agree that this Agreement shall continue to be binding on them irrespective of any such changes taking place.

Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe any provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights. It is not practicable to consult with the Parents over every change that may take place. Whenever practicable, the School Founder will use reasonable endeavors' to ensure that the Parents are informed. No Liability Parents understand and acknowledge that School Founder is separate legal entity from Weeones and that Weeones shall neither be liable nor responsible for School Founder's and/ or its staffs' actions or inactions or violations of any applicable law.

Weeones hereby expressly disclaims any and all responsibility and liability in that regard.

In no event, Weeones shall be held responsible or liable to the School Founder, Parents or any other person for any general, direct, indirect, special, incidental, consequential or other damages of any character arising on account of services being provided by the School Founder at the School, including but not limited to personal injury, including death.

Weeones shall not mediate or resolve any dispute or disagreement between Parents and the School Founder. Parents hereby accordingly release Weeones, its affiliates, officers, employees, directors, representatives, assignees, etc., in this regard and agree not to hold them liable for the actions or inactions or violations of any applicable law by School Founder or its staff.

## Limitation of Liability

Except as set forth in this Agreement, School Founder and Weeones shall not be deemed to have made any representation or warranty whatsoever, whether implied or otherwise. Severability All provisions of this Agreement shall be severable and no such provisions shall be affected by the invalidity of any other such provision to the extent that such invalidity does not so render such other provision invalid. In the event of the invalidity of any provision of this Agreement, it shall be interpreted and enforced as if all the provisions thereby rendered invalid were not contained herein.

## Force Majeure

Notwithstanding anything to the contrary under the Agreement, School Founder and/ or Weeones will not be in breach of its obligations under this Agreement or incur any liability to the Parents and Pupil, for any losses or damages of any nature whatsoever incurred or suffered by them, if and to the extent that School Founder and/ or Weeones is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event (which shall include events which are beyond the reasonable control of a party, including but not limited to, natural disasters, act of god, civil unrest, civil war, strikes, acts of terrorism, accidents, fires, insistent rain, riots, war, hostilities, invasion, change in applicable law, government orders, epidemic, etc.). Parents acknowledge and agree that an occurrence of Force Majeure Event is not an excuse to not pay the applicable Fee, as the School Founder even when compromised or incapacitated by the Force Majeure Event, still be incurring business costs. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event or during the continuation of such Force Majeure Event, School Founder shall intimate Parents of such Force Majeure Event. If the Force Majeure Event prevails for a continuous period of 180 days or more, this Agreement may be terminated by any of the parties, by notifying the other concerned party.” Governing Law and Jurisdiction This Agreement shall be governed in all respects by the applicable laws of India and subject to the Arbitration clause, the Courts at New Delhi shall have exclusive jurisdiction in respect of disputes and differences arising out of, in relation to or in connection with this Agreement.

## Arbitration

The sole and exclusive remedy for all disputes related to this agreement shall be binding arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as notified, amended, modified, replaced or supplemented from time to time. The place of arbitration shall be New Delhi and the language English.