

Terms and Conditions

(applicable for students opting for courses under Regular Classroom Program where admission done on or After 1st June 2024)

Definitions:

- i. The AESL – Aakash Educational Services Limited (AESL) or its successors including its subsidiaries, holdings, Branches, Information Centres and franchisee.
- ii. The student - Student enrolled with the AESL.
- iii. Parent- All biological parents and also, any person who is not a biological parent but has parental responsibility for the student irrespective of the relationship with the student.
- iv. Guardian- Person who has been appointed by the Court of Law to take care of a minor student personally and / or manage the student's day-to-day affairs or a local guardian as appointed or authorised by the Parent.
- v. Agent- Any person duly authorized as an agent in writing by the Parent or guardian.
- vi. Branch - Branches owned and controlled by Aakash Educational Services Limited (AESL) or its successors.
- vii. Centre – Centres owned and controlled by franchisees of Aakash Educational Services Limited.
- viii. Appropriate Branch / Centre – Appropriate Branch / Centre concerning each student shall mean the Branch / Centre opted by or allotted to the student.

Admission and Procedure:

To enrol with Aakash Educational Services Limited ("AESL"), the student/parent/guardian ("You" or "Your") shall download and fill out the admission form from the link shared by the admission counsellor or obtain the admission form from the nearest AESL branch/centre/ franchisee or obtain the same from the Agent of AESL. The AESL admission form must be filled with true, correct, accurate, and latest information, and signed by the student and parents/guardian, along with all the required supporting documents/checklist*. Incomplete forms will not be considered. It is compulsory to fill all the columns. Kindly attach all the required documents along with the duly filled-in admission forms. If the student/parents/guardian provides any information that is untrue, inaccurate, not current, or incomplete, or AESL has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, AESL reserves the right to disqualify/reject admission from the AESL Regular / Hybrid classroom courses ("RCC Course (s)"). If AESL finds any discrepancy/pendency in the admission form as per the set criteria, In that case the services will be put on hold until such discrepancies are resolved by the student/parent/ guardian. It is also compulsory to provide the correct and updated mobile No. & E-mail ID of the student / parent / guardian for any communication from AESL. AESL shall not be held responsible if any information or communication regarding the RCC Course does not reach the student if he/she has not mentioned his/her or parent's / guardian's updated & correct mobile No. / E-mail ID.

Payment of Fees:

The fees can be paid either in lump sum or in instalments at the time of admission. Provided however that in case of payment through E.M.I., the 1st instalment should be paid before the commencement of the class and the remaining instalments, if any are to be paid by eNACH (Electronic National Automated Clearing House) through the recognised partner of AESL or by A/C payee Post Dated Local Cheques at the time of admission itself or any other payment method as may be accepted by the AESL.

- a. An additional applicable concession based on AESL management approvals over Tuition Fee Component of long term courses (One/Two/Three/Four Integrated Classroom Courses) shall be granted for payment of a lump sum fee. However, no lump sum concession benefits are available on the registration fee, admission kit and digital access fee, technology fee or examination fee.
- b. All payment of fees for RCC Courses including miscellaneous charges should be paid through any of the below listed payment modes only:
 - Mobile Wallets: For more information on payment through mobile wallets like Paytm, Mobikwik, PayU, etc. Kindly contact the Branch / Centre opted by or allotted to your ward
 - Online payment through Payment Gateway
 - Net banking (RTGS / NEFT) if VAN (Virtual Account Number) is available or, Auto debit through ECS

Note: In case, eNACH or Post Dated Cheques are bounced/dishonoured on the day of presentation, the respective concessions will be revoked.

 - Debit / Credit Card
 - Cheque
 - Demand Draft (Hereinafter "DD")
 - For online payment, please visit myAakash App & website (<https://www.aakash.ac.in>, check "Fee and Payment" option)

For successful completion of the admission process, a copy of the deposit slip should be submitted with AESL without fail within 3 days of deposit of course fee with the bank. In the event of failure on the part of the student/parent/guardian/ duly authorized agent to submit a copy of the deposit slip as mentioned above, the un-reconciled amount

deposited by the parent/guardian shall be lodged in a suspense account by the AESL for 30 days. If no response is received from the student/parent/guardian after 30 days, AESL will not be responsible for such a reconciled amount.

- c. In case of payment by credit card/debit card/wallets or any other online mode, chargeback shall not be entertained by the bank. Parents need to contact the respective centre or branch for a refund.
- d. Payments shall be accepted at the fee Counters of the appropriate Branch/Centre between 10:00 A.M. - 6:00 P.M. on Weekdays and between 9:00 A.M. - 5:00 P.M. on Sundays.

Please note: The course fees include charges for student kit i.e. study material, uniform, bag etc., and no additional fees is collected for the same.

Library Facility

Where available, Branches / Centres provide access to its Library within their premises to enrolled students. Access to the Library is granted through a Library Card. For issuance of a Library Card ₹ 200/- would be charged. The issuance fee for library cards may be revised at the sole discretion of AESL.

Online Testing Facility

- The Online Tests shall be available on our website: www.aakash.ac.in
- The Instructions for attempting Online Tests shall also be available on our website as per the test schedule.
- A sample of online practice test shall be available on our website: www.aakash.ac.in as mentioned in the schedule for trial and to make students familiar with the online test process.
- Each student on enrolment shall be provided with a Username and Password through SMS.
- The Username and Password provided to the student will automatically expire after completing the course.
- In order to get All India Ranking, the student should attempt the test within 24 hrs. If the student attempts the test after 24 hrs., he/ she will not be eligible for ranking.

Please note: 'Online Test' here includes all the tests conducted during the academic session as part of the course.

Facilities not provided by AESL

The AESL does not provide accommodation/hostel facilities/transportation or food facilities for its students. Parents are free to avail of any hostel, food and transport facility as available from a third party at their own risk and liability. AESL does not take any responsibility and liability for the above-mentioned facilities and henceforth shall not be responsible for concerning hostel facilities/ transport or food facilities in any circumstances in any manner whatsoever.

Course/Section Change:

- a. If a student wishes to change Course / Stream (from Medical to Engineering or vice versa) / section, he/she may be allowed to do so with the permission at the sole discretion of the AESL and is subject to the following conditions:
 - Parent / Legal guardian must submit a written application for change of course / stream addressed to the AESL.
 - Applicable fee shall be payable to AESL for stream/course change which will be communicated by the Branch/ Center. Where such change is from a course with higher fee to a course with a lower fee, no refund of the difference in the fee shall be made. However, where the change is from a course with a lower fee to a course with a higher fee, the student shall be liable to pay the difference.
- b. If any student wishes to change from one section/batch to another, he or she may be allowed to do so at the permission and sole discretion of the AESL and is subject to the following conditions:
 - Parent / Legal guardian must submit a written application for change of Section/batch addressed to the AESL. Applicable fee shall be payable to AESL for batch/section change.
 - Such change cannot be claimed and/or demanded as a matter of right and shall be subject to the availability of seats. The decision of the AESL in this regard shall be final and binding. It can be done only once.

Transfer Policy:- Steps to Apply for Transfer:

- (i) Submit a written application stating the reason for seeking a transfer.
- (ii) The application should be submitted by the Parent / Legal guardian for transfer of their ward addressed to the AESL.
- (iii) Attach all supporting documents justifying the transfer.

(Parents/Guardian Signature) _____

01/05

(Student Signature) _____

A. Transfer of students (Intra-city/ inter-city)

S.No.	Case	Payment of Fee									
1.	For Fee paid in Installments	Pay the balance amount in accordance with the fee structure of the transferee Branch / Centre (*As mentioned in Prospectus)									
2.	For Fee paid in lump sum or instalments • Transfer to Branch / Centre having higher fee than the fee of transferor Branch / Centre	Pay the difference in fee between the two									
3.	For Fee paid in lump sum • Transfer to Branch / Centre having lower fee than the fee of transferor Branch / Centre	No refund shall be made with respect to the difference in the amount of fee between the two									
4.	Where application for transfer received on the due date of fee installment For Example: In case the due date of the payment of fee is Sept. 4	Pay the stipulated installment amount at the transferor branch/ centre									
	<table border="1"> <thead> <tr> <th>S.No.</th><th>Case</th><th>Status</th></tr> </thead> <tbody> <tr> <td>a.</td><td>If a student applies for transfer on August 31.</td><td>Request Considered & Transfer Certificate Issued / Confirmed</td></tr> <tr> <td>b.</td><td>If a student applies for transfer on Sept., 1, 2, 3, 4, or even beyond</td><td>Request shall be Considered after payment of fees</td></tr> </tbody> </table>	S.No.	Case	Status	a.	If a student applies for transfer on August 31.	Request Considered & Transfer Certificate Issued / Confirmed	b.	If a student applies for transfer on Sept., 1, 2, 3, 4, or even beyond	Request shall be Considered after payment of fees	
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a.	If a student applies for transfer on August 31.	Request Considered & Transfer Certificate Issued / Confirmed									
b.	If a student applies for transfer on Sept., 1, 2, 3, 4, or even beyond	Request shall be Considered after payment of fees									

NOTE:

- Students need to pay the applicable transfer fee to the AESL which will be communicated by the Branch/ Centre.
- At the time of joining the transferee branch/centre, submit the following documents; to the AESL.
 - Residential address proof, where such transfer was sought citing change of residential address or parent/guardians' transfer order.
 - Details of the fee paid at the transferor Branch / Centre duly certified by the In-charge / Head of Accounts Department of the transferor Branch / Centre.
- The Intra-city transfers (i.e., transfer from one Branch / Centre to another Branch / Centre in the same city) are allowed in exceptional under any circumstances whatsoever at the sole discretion of the AESL.
- The number of inter-city transfers permitted for a student is 2. Beyond that the AESL reserves the right to refuse any transfer request to another branch/centre.
- The student needs to pay the balance of the Admission Kit and digital Access Fee, if not already fully paid, before initiating the transfer at the Transferor branch/centre.

B. Transfer of students from Regular Classroom Courses to Distance Learning

Fee Components	Before Batch Commencement	Week 1	Week 2	Week 3	Week 4	Week 5 or Later
Registration Fee		Non-adjustable and Non-refundable				
Admission Fee	Adjustable against DLP Course, Balance Refundable	100% Adjustable less cost of Services computed basis prorata calculation	60% Adjustable less cost of Services computed basis prorata calculation	30% Adjustable less cost of Services computed basis prorata calculation	25% Adjustable less cost of Services computed basis prorata calculation	25% Adjustable less cost of Services computed basis prorata calculation
Tuition Fee		100% adjustable less cost of Services computed basis pro-rata calculation				
Classroom Service Fee						
Technology & Exam Fee						

Note:

- Cost of services basis pro-rata calculation: No. of days services availed from the Batch Joining Date/ Registration Date, whichever is later, to submission of course-change application, to be adjusted against DLP / Live / Tab course fee, balance if any, shall be refundable.
- NO CONCESSION applicable on transfer in courses opted in DLP.
- The above scheme is applicable only if the course fee of the opted program is of a value greater than ₹ 10,000/-
- Course Fee to be used for calculating the cost of services will exclude the Registration component & Admission Kit and digital access component as per scenarios and will be as per Prospectus (without any concessions).
- Cost of services consumed will be calculated by multiplying Course MRP as per Prospectus minus (-) Registration Fee applicable, 75% of Admission Kit & Digital Access Fee X No. of Days services consumed/ Total Course Duration.
- No. of Days services Consumed is calculated from the Date of the Course-Change Application to the Batch Start Date/ Registration Date, whichever is later.
- Total Course Duration is calculated from Batch Start Date/ Registration Date, whichever is later than to Course End Date.
- For Terms & Conditions about DLP Courses, please visit: <https://dlp.aakash.ac.in>.
- For details on transfer policy, refer to our transfer policy online at the below link: <https://www.aakash.ac.in/refund-transfer-policy>

Refund Policy:-

The AESL works transparently. Our Refund policy ensures that all the refunds are processed fairly. In case, a student expresses his intention of not attending the course, and withdrawing his admission, we would require a refund Application / Grievance Letter from Parent / Guardian (along with the relationship) to be submitted to Branch / Centre in person stating the reason for seeking a refund. The date of submission of the written application for refund at the Branch / Centre will be considered for calculation of the refund amount. Parents/ guardians can also request for refund via mail to care@aesl.in. For refund applications via mail, the date of Email will be taken into consideration for calculation of the refund amount. The refund will be processed only in the "Savings Account" and not in any other type of account.

1. Refund Policy For Classroom Courses:

- Registration Fee is NOT refundable under any circumstances whatsoever.
- Admission Fee is NOT refundable if refund applied after the Batch Start Date.
- Short Term Classroom Course Fee / Test Series Fee is NOT refundable under any circumstances whatsoever.
- Fee paid towards Admission Cum Scholarship Test (ACST), Aakash National Talent Hunt Exam (ANTHE) & Instant Admission Cum Scholarship Test (iACST) is NOT refundable under any circumstances whatsoever.

Fees Components	Before Batch Commencement	Week 1	Week 2	Week 3	Week 4	Week 5 or Later
Registration Fee	Non-Refundable	Non-Refundable				
Admission Fee						
Tuition Fee	100% Refundable					LOWER OF 75% of (Tuition, Classroom Service, Exam, Technology Fee Paid) OR Total Amount paid as the future Instalments, due on or after the refund application date.
Classroom Service Fee		100% Refundable	90% Refundable	80% Refundable	75% Refundable	
Technology & Exam Fee						

Note:

- Week-1 will be counted from the date of registration by the student or the date of start of the batch, whichever is later.
- Total Payment at Classroom Course eligible for Refund is the sum of Tuition fee, Classroom Service fee, Exam and technology fee Components paid.
- Total course duration is calculated from the Batch start date / Registration date, whichever is later to the Course End date.
- Future Instalment dates will be considered as per the payment schedule shared and will not be as per the Loan EMI date (if any loan taken).

(Parents/Guardian Signature) _____

(Student Signature) _____

2. Refund Policy for Tablet Course or Standalone Tablet:

- In case a Student has opted for a Standalone Tablet, there will be no refund in case of any cancellation of the admission.
- In case a student has opted for the Tablet Course, the Admission Kit Fee shall be refunded as mentioned under the Refund Policy after adjusting the cost of the Product.

3. Key things to be kept in mind for the Calculation of Refund

S.No.	What will be considered?	What will NOT be considered?
a.	Batch Start Date/ Registration Date, whichever is later	Date when the student attended first class
b.	Date of submission of application for withdrawal/ refund	Date of last class attended by student

Illustration (Strictly for illustration purposes only)

S.No.	For the Purpose of Refund Calculation	Date
a.	Registration Fee payment Date	8th July
b.	Date of Batch Commencement	10th July
c.	The student actually joined the Class	16th July
d.	Last class attended	14th Nov.
e.	Submission of application for withdrawal or refund	13th Dec.
f.	Refund shall be calculated from	10th July - 13th Dec.
g.	Refund will NOT be calculated from	16th July - 13th Dec. OR 16th July - 14th Nov. OR 8th July - 13th Dec.

The loan amount will be refunded to the loan partner based on AESL

Refund policy eligible amount.

In case any Outstanding remains with the loan partner after refund of the as-per-policy amount then the same has to be cleared/Paid by the parents in coordination/accordance with the lending policies of the loan partner. Under no circumstances, Aakash BYJU will be responsible for the unpaid obligations or any other obligations of the loan partner, which are governed by the lending policies of the loan partner.

Illustration (Strictly for illustration purposes only)

	Case-I	Case-II	Case-III
Loan Taken By the Parent	50,000	50,000	50,000
Loan Outstanding amount at the time of Refund Request	30,000	30,000	30,000
As per Policy Refundable Amount	20,000	30,000	35,000
Refund to be made to the Parent	NIL	NIL	5,000
Amount to be paid by the Parent to the Loan Partner	10,000	NIL	NIL

Mode of Payment of Refund:

All kinds of refunds shall be paid through **NEFT/Online Transfer ONLY**. The refunds shall only be processed in the account of the student/parent/guardian as may be provided by the student/parent/guardian to AESL. The refund shall be credited within a reasonable time from the date of receipt of an application for withdrawal of admission by the appropriate Branch / Centre.

NOTE: The AESL shall not be held responsible and/or accountable for crediting refund money to the bank account incorrectly if the bank details furnished by the student/parent/guardian are incorrect.

Fee Refund Calculated Basis Scholarship earned in actual exam:

- Students eligible for scholarships should submit their application for refund based on the scholarship earned along with the photocopy of the Class X Board Exam mark-sheet on or before 26th July.
- Any application for Fee refund basis scholarship earned received beyond 26th July shall be rejected and the student and/or parent shall not be entitled to receive any refund under any circumstances whatsoever.
- The Fee refund basis scholarship earned amount shall be paid to the student / parent/guardian based on the eligible merit scholarship in the 1st week of August.
- In case of withdrawal of admission of Scholarship Students, the Student / Parent / Guardian shall be entitled to a refund according to the terms of the Refund Policy and there shall be no exceptions.

Refer our transfer policy online on the below link:

<https://www.aakash.ac.in/refund-transfer-policy>

GST and other Taxes:-

- In case any additional GST or any kind of taxes are levied by the Govt. or as per any law, on any type of scholarship/concession given to the student at the time of admission or during the progress of the course, then, the same will be charged/recovered from the student/parents from the date of enforcement of the act by the government.

For Example: If a student is given a 100% scholarship then, he/she may not be charged any amount on account of the Registration Fee, Admission Kit and Digital Access Fee, Classroom Service Fee and Tuition Fee (Except Technology Fee and exam Fee) depending on management discretion, but in case GST or any other tax is levied thereupon by the Govt. or as per law at any point of time, then the same will be charged/recovered from the student/parents.

- In case, the government levies any kind of tax or increases the existing GST of 18%, then, such additional liability will be payable by the student/parent from the date from which such tax or increase in GST has come into force. In case of non-payment, the same shall be recovered from a student via debit from their security deposit. Moreover, any fee due or pending payments or penalties due towards the AESL shall also be debited from the security deposit amount, without prior intimation to the student/parent/guardian.

Students Conduct:-

- ID Cards:** Each student shall be issued an identity card before their first class. The entry to classes/appropriate Branches / Centres shall be only with Identity Cards. In case, a student has not received the ID Card and classes have started, he/she must bring a fee receipt copy with him/her for entry to the appropriate Branch / Centre of AESL.
- Late Arrival:** A student arriving 10 minutes after the start of classes/tests shall not be allowed to enter the classroom/examination room.
- Absenteeism:**
 - Any study material given during the classes or otherwise, shall not be given to those students, who are absent without prior application request from the parents/guardians. No request / personal appointments in this regard shall be entertained.
 - If a student is absent or misses a test, he/she can collect his / her question paper from the appropriate Branch / Centre of the AESL within 10 days from the date of the test, beyond which no requests in this regard shall be entertained.
 - If any student remains absent for more than 10 days consecutively without any prior written application, he/she shall not be allowed to attend/join classes and shall not be given any test paper(s). He/she shall be expelled from the AESL. No separate intimation will be sent to the parents in this regard. No fee or part of the fee paid/encashed shall be refunded in such cases. The decision of AESL in this regard will be final and binding on the students & parents.
- Sincerity and Discipline:** All students enrolled with the AESL are expected to work hard regularly. Students, after qualifying Admission Cum Scholarship Test and taking admission at any of the Branches/Centres of the AESL shall be bound by the rules and regulations of the appropriate branch/centre in all matters whatsoever, including the applicable fee & fee schemes applicable at the Branch / Centre.
- Supplying photocopies of Admit Cards, etc.: Students enrolled with the AESL shall provide photocopies of Admit Cards of various Foundations Level / Medical / Engineering Entrance Exams, as soon as they receive the admit cards from the examining body before/during Test Series to be conducted in March, failing which the student shall not be allowed to attend free Test Series & shall not be given Test papers.
- The AESL reserves the right to discontinue/rusticate a student from the enrolled course, in case any of the students is found to be misconducting, using foul language or threat over phone, email or in-person towards the AESL or any of the staff members of the branch/centre or corporate.
- The AESL reserves the right to dis-continue/rusticate a student from the enrolled course, in case any of the student is found to be misconducting, inside or outside the branch premise (Disturbance in the class by inappropriate use of language or watching videos in class, fighting Inside Aakash branch premise, causing injury to a student/s, carrying Inappropriate material, carrying any harmful item, Instance of mental/physical harassment of other students, inappropriate conduct in the branch, severe breach of privacy / conduct by a student, passing comments and following a female student, inappropriate touch, physical harm / damage to the AESL property or causing theft to the property or in the AESL premises in any manner.
- In case of exit or movement of any teacher or faculty at any branch/centre, the student is not permitted or allowed to create any discord or hooliganism at the branch/centre. Proper grievance should be registered with the competent authority, which will be resolved as soon as possible.

(Parents/Guardian Signature)_____

(Student Signature)_____

Parents/Guardians' Conduct:-

- a. It is the responsibility of the parents to submit the fee of their ward in time as per the schedule given in the prospectus. AESL will not send any reminders or calls to the Parents/Guardians/students for submission of fees.
- b. The parents can meet the personnel at the concerned Branch / Centre for any enquiry about their ward's progress or any other problem concerning their ward with a prior appointment.
- c. Any change in Permanent / Correspondence Address, Mobile No. (student & parent) & E-mail ID should be notified in writing to the concerned Branch / Centre within 10 days of such change.
- d. In the event the parent is not residing or is not available for any reason in the city where the student is enrolled with AESL, it is mandatory for the parent to appoint a local guardian and to provide his/her full name, correspondence details (including mobile number and e-mail) who will be taking care of day-to-day activity of the student. AESL shall not be held responsible in any manner whatsoever for the misconduct or illegal actions/omissions of the students. As the student it is compulsory/mandatory to provide a complete and correct E-mail ID / Mobile No. of the Student / Parents / Guardian. The result of tests or any other information from AESL will be sent to the student by SMS and on his / her email ID, The AESL shall not be responsible for the non-receipt of any information regarding the result or anything else owing to non-supply or supply of incorrect information in the Admission Form at the time of admission in this regard or for technical glitches beyond the control of AESL. Non-receipt of information through SMS or e-mail should be promptly notified to the appropriate Branch / Centre for necessary steps.
- e. AESL reserves the right to discontinue/rusticate a student from the enrolled course, in case any of the parent/guardians are found to be misconducting including but not limited to using foul language or issuing threats over the phone, email or in person towards the Institute/AESL or any of the staff members of the Branch / Centre or Head Office of AESL, disturbance in the branch/centre by inappropriate use of language or fighting, causing injury to any student/staff/visitor, carrying inappropriate material, carrying any harmful item, an instance of mental/physical harassment of other students/staff, inappropriate conduct in the branch, breach of privacy, passing comments, inappropriate touch physical harm/ damage to the AESL property or causing theft to the property or in the AESL premises in any manner.
- f. The AESL is responsible for providing teaching and admin staff to all its students for the course. In case of exit or movement of any teacher or faculty at any Branch / Centre, the parent/guardian is not permitted or allowed to create any discord or hooliganism at the Branch / Centre. Proper grievance should be registered with the competent authority, which will be resolved as soon as possible.

Limitation of Liability:

- a. **Eligibility**
It is for the students themselves to ascertain whether he/she is eligible for a particular competitive / entrance examination or not. The AESL and/or the branch/Centres shall not be held liable in the event a student's admission form cannot be forwarded or is rejected by the examining body on any ground whatsoever. Such a student cannot claim a refund of the whole or any part of the fee he/she has paid to the AESL.
It shall be the sole responsibility of the students to procure and forward duly filled and completed entrance exam admission application forms to the concerned examining bodies. The AESL owes no duty in this regard and shall not be held responsible for any failure on the part of the student in this regard.
- b. **Force Majeure:** AESL shall not be liable for any delay or failure to perform its obligations (in total or part) if such delay or failure is due to any cause(s) including but not limited to, acts of God, strikes, lockouts, riots, lockdown, government restrictions, sanctions, wars, terrorism, insurrections, civil disturbances, earthquake, weather, fire, epidemic, pandemic, lockdown, explosions, and/or any other cause beyond the reasonable control of the AESL ("Force Majeure Event"). AESL shall not be held liable for any loss and/or damage of life or property due to any mishappening and/or accident at AESL due to the reason of Force Majeure Event. Furthermore, it is further understood that in case of lockdown or for any reason due to any other reason on the account of which classes can't be held at any branch/center of AESL, such classes may be held/conducted in online mode in the interim in compliance with the laws, rules and/or regulations as may be applicable under the law for time being in force. Accordingly, no refund shall be given to any of You in such cases. However, classes may not be conducted in any mode (offline and/or online), if running of the classes is prohibited as per the applicable laws, guidelines, and regulations, during such period Force Majeure event. No refund shall be made to any student/parent/guardian in this respect.
- c. **Consequences upon wilful violation of rules by student:** AESL or its Branches and/or Centres shall not be held liable for any loss and/or damage of life or property due to any mishappening and/or accident at any branch and/or centre arising out of wilful violation by the students, of express rules, censures and warnings issued by AESL or its Branches and/or Centres.
- d. **Personal Property:** Students are required to keep their mobile phones switched off mode while in classes or tests. AESL or its Branches and/or Centres shall not

be held responsible for any loss/theft of a mobile phone or any other personal device that the student carries to AESL or its Branch / Centre.

- e. **Misprint & Defective Lessons:** Each lesson is checked thoroughly to rectify errors in study material before it goes for printing. However, considering the large number of pages involved, some misprints or errors may occur and AESL shall not be held liable for any loss and/or damage due to any misprints or errors in study material. In case you notice it, please inform the Centre / Branch Head. Please check all the booklets and pages carefully. Blank or missing pages in the lesson must be brought to the notice of the Branch / Centre Head within 5 days of receiving the study material.

General Clause:

- a. **Seating arrangements for parents:** AESL or its branch / Centres shall not be responsible for providing seating arrangements/ waiting areas to the parents who wish to wait while the classes and/or tests of their wards are in progress.
- b. **Student / Parent communication:** AESL may contact from time-to-time to the parents/ students/ guardians through SMS, WhatsApp, email and call to give notifications on various important updates. Therefore, the students/ parents/ guardians should not hold AESL liable for any liabilities including financial penalties, damages, or expenses in case the student/parent/guardian's mobile number is registered with Do Not Disturb (DND) or National Do Not Call (NDNC) Registry database. The students/parents/guardians undertake and represent not to lodge any claims against the Institute in this regard.
- c. **Intellectual Property Rights:** Intellectual Property Rights mean and include but are not limited to products, proprietary information, patents, trademark rights, logos, technology, study material, utility models, design, know-how, trade secrets, databases, industrial processes, source codes, copyrights (including rights in computer software) and any other intellectual or industrial property rights (whether registered or unregistered) subsisting or recognized under the law applicable for time being in force. It is clearly understood and agreed that the AESL shall own and retain all rights, titles and interest in and to any Intellectual Property Rights created or developed by AESL. Nothing contained herein shall assign or transfer in any manner whatsoever, any of the rights, title, or interest in Intellectual Property Rights of one Party to the other Party.
- d. By signing this admission form it is understood that You have read, understood, and consented to all the terms and conditions of this admission form. It is further understood that post admission of the students, You shall not make false excuses or misrepresentations of not reading the terms and conditions mentioned under this admission nor can be used as an excuse for any kind of additional refund or discount.
- e. ***Scholarship/concession /discount Note:** In case GST or any kind of indirect tax is levied by the Govt. or as per any law, on any type of scholarship/concession/ discount given to the students at the time of admission or during the progress of the course, then, the same will be charged/recovered from the student/parents/ guardians.
- f. I understand and agree that the personal information will be collected by Aakash Educational Services Limited ("AESL") while submitting the admission form and the personal information may be used or stored by the AESL as mentioned under the AESL's Privacy Policy at <https://www.aakash.ac.in/privacypolicy>. I have read and agree to the AESL's privacy policy in its entirety. I have also read, understood, and agree to abide by the terms of the consent form enclosed with this admission form.

Publicity:

AESL reserves the right to use the single / group photograph(s) and name of the student for publicity in all kinds of media, if the student secures a position/rank or succeeds in any Foundations / Medical / Engineering Entrance Exams in India or any test at international level at any time. In addition to the photograph, AESL also reserves the right to record video-audio testimonials of the student & parent for referencing or promotion, as required by AESL at any stage during and/or after the completion of the course for publicity in all kinds of media. No separate permission will be taken from parents/students for the same.

Reservation of Rights:

- a. AESL reserves its right to make any alteration in its programs/venue/timing and days of classes without any prior notice to students/parents. The decision of AESL will be final and binding on the students & parents.
 - b. Franchisee can make changes as per the guidelines/instructions from AESL
 - c. The Examination Centre of any place can be changed as per the requirement /need of AESL or Branch / Centre without any prior notice to the students/parents.
- At all times, AESL retains an unconditional and irrevocable right to modify, change, or delete these terms and conditions or any part thereof, without any prior notice. It shall be Your responsibility to check the updated terms and conditions which are also available at <http://aakash.ac.in/termsconditions>.

(Parents/Guardian Signature)_____

(Student Signature)_____

Security Deposit:

- a. Each student will be charged a refundable security deposit at the time of admission for
 - Medical & Engg. Long Term Courses (1 Yr./2 Yr./3 Yr./4 Yr.)-INR 5000/-
 - Foundation Courses (Class VIII, IX & X) INR 2000/-
- b. AESL or its successors reserves the right to exempt any of the courses or Branches / Centres from the collection of security deposit from the students at the time of admission, even in the case of Franchise. Similarly, the responsibility of refunding the same will also be of AESL only.
- c. This amount shall be refunded after successful completion of the courses. The branch will initiate a bank details confirmation link/online form to the registered Mobile Number and registered Mail ID of the student. Student/Parent will submit the form with the help of an OTP sent to the registered phone number only. A cancelled Cheque copy or a Bank passbook scanned copy is required to fill up the form.
- d. Security deposit refund will be initiated in NEFT mode only after submission of the online form by the Parent/Student within 45 days. The refunds shall only be processed in the account of the student/parent/guardian as may be provided via the link/online form.
- e. In case the request is not in compliance with the above specified requirements, AESL shall not be obligated to entertain such request and it shall not be the responsibility of AESL to make any refund against such requests.
- f. Non-receiving of the Link/online form within six months of the date of completion of the course should be reported to the Branch. A security deposit refund is eligible only if the Security Deposit amount is not fully adjusted and to the extent of the amount not adjusted. AESL shall not be under any obligation to entertain a request made after six months.
- g. Security Deposit Adjustment Scenario: The security deposit shall be adjusted against the following dues, if any, from the student and the balance if any will be payable:
 - Levies any kind of indirect tax or increase in the existing GST of 18% by the Government authorities;
 - Outstanding fees from the student;
 - Miscellaneous charges, inter-alia, including fees for issue of duplicate identity card, charges towards cheque bounce, course/stream/branch transfer out charges, penalty against disciplinary action by AESL etc.

Disclaimer:

If at any point in time, there is a change in the policy of the Govt. / conducting body regarding the pattern of Entrance / Competitive Exams AESL will immediately update/modify the course contents, and assignments, and reschedule the days and timings as per the need to meet the requirements of the new pattern of exam.

Dispute Resolution:

For any grievances, you may mail us at grievances@aesl.in. Alternatively, you may submit your written complaint at the concerned branch/centre during office hours.

Office Timings: 9:00 A.M. - 7:30 P.M. (Weekday)
8:00 A.M. - 5:30 P.M. (Saturday & Sunday)

Where such grievances are not addressed to your satisfaction or in case, any dispute or difference arises between you and AESL regarding the interpretation of these terms and conditions, non-payment of any claim or any dispute arising out of or under these terms and conditions, the same shall be referred to the arbitration within 60 days of either party notifying the other party to the Agreement of such dispute, for adjudication under the provisions of Arbitration & Conciliation Act, 1996. Parties shall mutually appoint a sole arbitrator, whose decision shall be final and binding upon the parties. The sole Arbitrator shall conduct the arbitration proceedings in New Delhi.

It is also agreed between the parties that the arbitration proceedings would be conducted in English only and in no other language. If such appointed Sole Arbitrator is unable to continue with such Arbitral proceedings for any reason whatsoever, a new Sole Arbitrator shall be appointed by mutual consent of the parties who shall continue with the Arbitral proceedings from the stage where the proceedings were left by his predecessor.

That the Courts at New Delhi shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted at Delhi) over any or all disputes arising out of this Agreement and the parties hereby submit themselves to the jurisdiction of such Courts and/or Tribunals.

Important Information:

Please read these conditions carefully as they shall form part of the contract between the Parent / Student (If he/she is a major) and AESL. If required AESL can sub-contract or hire or appoint a franchisee to provide the service on AESL's behalf. Further by admitting/enrolling your ward at AESL and by paying the requisite fees, you explicitly acknowledge that you have read & understood the terms and conditions relating to admission to AESL (also available at AESL's Website at <https://www.aakash.ac.in/termsconditions>) and agree to abide and be bound by it. Any deficiency in the admission process cannot be pleaded as an excuse for not abiding by the terms and conditions relating to admission/payment of fees/refund / usage of student name by AESL etc.

(Parents/Guardian Signature)_____

(Student Signature)_____