

# OSHWAL ASSOCIATION OF THE UK

REGISTERED CHARITY No. 267037

## Terms & Conditions

### 1. DEFINITIONS

In these terms and conditions the following definitions shall apply:

“OAUK” means the Oshwal Association of the UK

“Oshwal School” means School activities run by the Oshwal Association of the UK and its administrative Areas

“School officer” means any member of the School Sub-Committee (including Volunteers) authorised to undertake any activity relevant to the School.

“Facilities” means equipment and activity areas as provided by the centre and available for School use.

“Late” means entering the classroom or hall 10 minutes after start time

“Volunteer” means any person authorised by the school sub-committee to undertake a specific activity relevant to the school.

### 2. ADMISSION ELIGIBILITY

2.1 The School is open to all children, subject to class capacity, on the payment of the fees as may be payable from time to time.

### 3. FEES

3.1 Fees are payable in cash, by cheque or by electronic transfer in advance. Please make cheque payable to “**Oshwal Association of the U.K.**” Fees are prorated by School Terms and not number of weeks attending.

3.2 Additional details related to fees will be provided by individual area schools and parents should comply with the fees and terms of the area schools.

### 4. AVAILABILITY OF FACILITIES

4.1 The School shall use its best endeavours to ensure that the facilities, such as classrooms, halls etc are available during the Term/Year. However, the use of facilities shall at all times be subject to availability.

4.2 OAUK reserves the right to change the location or venue of the School or parts of the School.

### 5. SCHOOL'S REGULATIONS

5.1 The parents shall at all times ensure that their children comply with the Schools' regulations which may be amended by the School at its sole discretion from time to time.

5.2 It is expressly agreed that failure by the child to comply with the School's Regulations can result in dismissal/suspension of the child from the School.

### 6. CHANGE OF DETAILS

6.1 You must give us in writing any change of personal details and circumstances.

### 7. TERMINATION / SUSPENSION OF ADMISSION

#### 7.1 TERMINATION BY YOU

7.1.1 You may terminate this agreement and remove your child from the School by giving not less than one full term's notice. The following refund will be payable: -

Notice Given in Term	Amount of Refund
Term 1	1/3 <sup>rd</sup> of the <b>Annual Fee</b>
Term 2	No refund
Term 3	No refund

### 7.2 TERMINATION BY US

7.2.1 We may terminate this Agreement and dismiss a child if the child and/or his parents fail to comply with the School's Regulations, or if the child and/or parent acts in a manner that may cause any offence, distress, harm, and risk to other children, teachers, staff, the general public or themselves. Issue of a written notice shall be solely at the discretion of the School and the School shall be entitled to terminate the agreement forthwith at its' sole discretion and dismiss the child from the School. No refund shall be given if the Agreement is terminated for reasons set out in this clause.

7.2.1 We may terminate this Agreement if the child fails to attend for a continuous period of three consecutive weeks, or fails to attend 5 days in a term, regardless of whether or not there is a justifiable reason, such as a medical condition. In the event that the Agreement is terminated and the child is dismissed for reasons set out in this clause, the following refund shall be payable: -

Membership Terminated in Term	Amount of Refund
Term 1	2/3 <sup>rd</sup> of the <b>Annual Fee</b>
Term 2	1/3 <sup>rd</sup> of the <b>Annual Fee</b>
Term 3	No refund

### 8. INDEMNITY AND LIABILITY

8.1 The child shall at all times be responsible for looking after the child's belongings and we will not be liable to you for any injury, loss or damage suffered or theft of any personal items.

8.2 You agree to fully indemnify from any liability whatsoever resulting in any injury, loss or damage suffered as a result of your actions or the actions of the child.

### 9. REFUNDS

9.1 No refunds will be given due to cancellation of sessions as a result of lack of staff or facilities.

### 10. DATA

10.1 Our Privacy Policy (<https://www.oshwal.org.uk/privacy/>) outlines how we collect, use and store your personal information.

### 11. JURISDICTION

11.1 This Agreement is governed by and interpreted under English Law.

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## REGULATIONS

1. All Parents (includes guardians) shall ensure that the child arrives **promptly** at the School at least 10 minutes before the start of their session. It shall be the Parents responsibility to ensure that the children enter the main registration area. All Parents will also ensure that their Children are collected promptly at the end of their session and will arrive to collect their children not less than 5 minutes prior to the end of the session. It shall be the responsibility of the Parents to ensure that they collect the children from within the School as the School accepts no responsibility for the children once they have left the main School building. Any child that is late (i.e. entering the classroom or hall 10 minutes after start time) for 3 consecutive sessions will be marked as absent for the 3<sup>rd</sup> session.
2. Parents will notify the Head Teacher/administrator if the child needs to be collected early.
3. The venue is used by other members of the public and we cannot guarantee the safety of children whilst the children are not in a supervised area, such as the parking area etc.
4. We will be taking pictures and/or videos of the children from time to time for the purposes of publicity, internal records etc and these may be made available to the general public via the internet, magazine and other forms of media.
5. Parents will notify us immediately of any injury or illness being suffered by the child. We may, at our' sole discretion, decide whether or not to permit the child to attend lessons. The teachers, staff and volunteers are not medically trained and the Parents shall take sole responsibility for making any medical decisions as to whether the children are or are not fit to attend the School and/or take part in any activities.
6. Parents will ensure that the child brings any medication necessary, such as asthma inhalers etc. Please note that teachers, staff and volunteers are not medically trained.
7. Parents shall ensure that the child attends all lessons during the term/year. If any child misses three consecutive lessons, or five lessons in a term, we may, at our sole discretion, be entitled to terminate the agreement and dismiss the child so that a place may be allocated to any other child on a waiting list.
8. Parents will inform the Head Teacher/ Administrator via e-mail if the child will be absent from school for any reason, such as illness, bereavement, family function etc.
9. Parents wishing to discuss the progress of their child must make a prior appointment with the teacher / Head Teacher/ Administrator.
10. Parents will ensure that the child brings adequate drinking water/diluted juice and appropriate snacks.
11. Parents shall ensure that child complies with the following Code of Conduct: -
  - a) Children will not engage in bad behaviour. This includes the use of foul or inappropriate language, bullying/harassment (whether physical nor psychological), smoking, chewing gum, drinking alcohol, taking any drugs or causing damage to property.
  - b) Children will at all times respect other children, teachers, staff, volunteers and parents.
  - c) Children will not engage in actions that could put others at risk.
  - d) Children will not use Mobile phones, Smart Phones, Earphones, etc within the School premises.