

BVMA ONLINE PAYMENT- TERMS & CONDITIONS

This online payment system is provided by INSTITUTION viz. **BALA VIDYA MANDIR SENIOR SECONDARY SCHOOL** (A Unit of Bala Brindavan Society) hereinafter refer to as “**BALA VIDYA MANDIR**”

BALA VIDYA MANDIR may update these terms from time to time and any changes will be effective immediately on being set out here. Please ensure you are aware of the current terms.

Parents agree and accept the terms and conditions as set out herein.

1. Terms & Conditions of Service

Bala Vidya Mandir rules and regulations apply to all transactions along with special conditions imposed for all activities including internet based application. Please go through the conditions carefully and if you accept them, you may continue to transact on the website. Please note that using the online payment facility on this website indicate that you are deemed to have agreed to the terms and conditions set forth below. If you do not agree with all these terms and conditions, you must not transact on this website. Once you have clicked the 'I Agree' button at the bottom of these Terms and Conditions you have entered into a formal agreement with Bala Vidya Mandir for the purpose of all transactions as set out herein on this website. This agreement constitutes the entire agreement between the user and Bala Vidya Mandir and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Bala Vidya Mandir with respect to all transactions including online payment on this website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form this agreement is made between: Bala Vidya Mandir and The User (“You”).

All payments are subject to the following conditions:-

All amount quoted are in Indian Rupees.

BALA VIDYA MANDIR reserves the right to change the amount at any time.

BALA VIDYA MANDIR reserves the right to review continuance of your ward in the school at anytime.

Your payment will normally reach the BALA VIDYA MANDIR account to which you are making a payment within two working days.

We cannot accept liability for a payment not reaching the correct BALA VIDYA MANDIR account due to you quoting an incorrect account number or incorrect student details. Neither can we accept liability if payment is refused or declined by the credit card/debit card/Net Banking supplier for any reason.

If the card supplier declines payment, BALA VIDYA MANDIR is under no obligation to bring this fact to your attention. You should check with your bank/credit card/debit card supplier that payment has been deducted from your account.

In no event will BALA VIDYA MANDIR be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

2. YOUR OBLIGATIONS AS A PARENT

2a) General Obligations: You shall access our web site only for lawful purposes and you shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of our web site and your ward studying in our school.

2b) Information Provided: The information you provide must be complete and accurate. Bala Vidya Mandir reserves the right at all times to disclose any information as Bala Vidya Mandir deems necessary to satisfy any applicable law, regulation, legal process, or Governmental request. Non-authorization of payment more than once by payment gateway for processing fee paid by you is liable to result in deregistration of your account with this site, without any notice.

2c) Applicant Responsibility: You confirm to us that you are 18 years of age or above and have the legal capacity to enter into this Agreement with us and that all information you provide in respect of your use of the service is true and accurate to the best of your knowledge and belief. You are responsible for the security of your password and for all transactions undertaken using your password through our service. You confirm that you are the authorized holder of the credit card or debit card or the original account holder used in the transactions you make using the site and you alone use the "id" and "password" you have created in the site. Bala Vidya Mandir will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/debit card number account details number for payment for application fee on this site.

3. Code of Conduct

Definition: Institution/School refers to Bala Vidya Mandir (including its affiliates, sister organisations and or subsidiaries) and Staff of the school includes teaching, non-teaching, sub-staff, support staff and domestic staff of this institution (including its affiliates, sister organisations and or subsidiaries)

Parent of the school agrees to :

- i) Respect and follow all applicable rules and regulations of the school as in existence and that may be amended from time to time.
- ii) Respect the rights of others and treat members of Teaching staff, members of school community, especially those in position of authority regardless of race, ancestry, place of origin, colour, ethnic origin, religion, gender, sexual orientation, age or disability.
- iii) Show care and respect for school property and the property of others.
- iv) Respect the need of others to work in an environment that encourages learning and teaching.
- v) Seek help from school staff, if necessary, to resolve conflict peacefully and not swear at a teacher or at another person in a position of authority.
- vi) Not divulge or disclose or handover to any person whomsoever including competitors, parents of other school, make any use whatsoever for own purpose or for any other purpose any confidential information or secrets or proprietary information or intellectual property, know-how, trade secrets, operations know how, or knowledge learnt/ gained / obtained from the school Bala Vidya Mandir (including its affiliates, sister organisations and or subsidiaries during the course of their ward studying in the school and for a period of 60 months after the parent & their ward leaves the school) including on curriculum, syllabus, educational technology, all school data including fee structure, confidential information, technical specifications, drawings, processes, and systems etc .

- vii) Not transact with or solicit or continue existing trade/business or start a new one individually, or in association with the Teaching and Non- Teaching staff or with other past or present staff of this institution.
- viii) Not to directly or indirectly solicit for employment any person who is now employed with Bala Vidya Mandir including its affiliates, sister organisations and or subsidiaries during the course of their ward studying in the school and for a period of 60 months after the parent & their ward leaves the school.
- ix) Not to employ the existing staff of the institution during or after school for tuition or coaching or for any other purpose including agencies, consultancy, retainer etc.
- x) Not to directly or indirectly continue with or associate or engage in financial activities such as lending, borrowing money, investment in chits or in mutual funds or in share market individually or in association with existing employees of this institution.
- xi) Not to directly or indirectly offer any kind of Monetary amounts or non-Monetary gifts etc to Teaching Staff /sub-staff/support Staff /domestic staff of the school.
- xii) Not to lend or avail loan to/from the teaching staff /sub-staff/support staff/ domestic staff of the school in the form of kind or cash.
- xiii) Not use defamatory, offensive or derogatory comments regarding the school or any of the pupils/parents/staff at the school on social media sites.
- xiv) Handle the assets of school with utmost care and should not intentionally damage or destroy school property or the property of a teacher, administrator.
- xv) Not disrupt the orderly conduct of classes, school programs or other school activities.
- xvi) Not distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libellous, obstruct the rights of others, or are disruptive to the school program.
- xvii) Not intimidate, harass or discriminate against any staff of the institution on the basis of race, color, creed, national origin, religion, age, gender, sexual orientation or disability.
- xviii) Not enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
- xix) Not consume, sell, distribution or exchange cigarettes/tobacco or alcoholic beverages, controlled substances, or be under the influence of either on school property or at a school function.
- xx) Not use weapons in or on school property or at school function, except in the case of law enforcement officers on official duty. Not loiter on or about during school functions.
- xxi) Not to gamble on school property or at school functions.
- xxii) Refrain from provoking others to commit any of the acts prohibited by this code.
- xxiii) To refrain and not seek admission and or recommend admission for the wards of their relatives, extended families and friends.
- xxiv) That the school has the sole right, title and interest over such pedagogy, curriculum design, development, classroom transactions / management, inventions, know –

how, improvements, discoveries and the school owns the intellectual property rights over them.

- xxv) That Bala Vidya Mandir & related parties (including its affiliates, sister organisations and or subsidiaries) own many trademarks, word marks, copy rights & brand name(s) and parents agree & undertake not to use or misuse these trademarks, word marks, copy rights and brand name(s) at all times.
 - xxvi) That during the course of studies of their wards or thereafter , parents may and are likely know certain information about Bala Vidya Mandir school, its operation, clients, prospects, plans, products & service, financial condition, properties, proprietary information, intellectual property, trade secrets and/or know-how. Parents agree that all such information whether oral, written, or recorded/electronic, and regardless of the manner in which it is furnished is known as "Proprietary Information." The term "Proprietary Information" shall also include all reports, summaries, compilations, analyses, notes or other information. Parents agree not to disclose the Proprietary Information to any third parties and agree to not divert or attempt to divert any business or customer of Bala Vidya Mandir. Parents agree that they shall not directly or indirectly reverse-engineer, decompile, or disassemble any technical knowledge, know how, software disclosed to them. Further parents specifically agree that any non-written Proprietary Information is also subject to the terms of this agreement.
 - xxvii) School issuing Transfer certificates for sibling(s) in case parents voluntarily seek TC with opting to take one of their wards out of the school.
 - xxviii) School may on its discretion accept to permit sibling(s) to continue in school subject to receiving a reasonable & satisfactory explanation on why they want to take one child out while wanting the sibling(s) to remain in the school.
4. Parents understand that violating the code of conduct may result in serious consequences. Parents specifically agree that failure to adhere to code of conduct or found in violation may result in legal action against concerned parent and the person(s) to whom the information was divulged. Parents agree that violating the Secrecy, Confidentiality and Code of Conduct may result in serious legal consequences against them.
5. **Limitation of Liability:** Bala Vidya Mandir shall not be liable to you save as expressly provided for in these terms and conditions and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise arising out of the use of the service or connection to the website or arising out of the admission process and procedures.
6. **Accuracy of Information:** We shall use reasonable endeavours to check the accuracy of the information published on this website. We give no warranty as to the accuracy of such information given on our website and reserve the right to amend and vary the contents of this web site from time to time without notice. The Bala Vidya Mandir Sites/Services may contain links to third party websites ("Linked Sites"). The Linked Sites are not under the control of Bala Vidya Mandir and Bala Vidya Mandir is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

We shall use reasonable endeavours to check the accuracy of the information furnished by you as a parent. We reserve the right to amend and vary the contents of the terms and conditions, admission process and procedures from time to time without notice.

7. **Exclusion of Liability:** Bala Vidya Mandir shall not be liable to you for any of the following types of loss or damage arising out of your use of Bala Vidya Mandir website and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of our obligations in the provision of the website and this service):
- Loss of revenue, business, anticipated savings or profits; or
 - Any indirect or consequential loss howsoever arising.
8. **Force Majeure:** We shall not be liable to you in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances beyond our reasonable control.
9. **Disclaimer:** Bala Vidya Mandir is not responsible for wrong application due to incorrect details furnished by the user/parent.

10. **Refund Policy**

If the Parent takes their ward after the start of school, or leaves BALA VIDYA MANDIR before they complete their course, there shall be no entitlement to a refund of Bala Vidya Mandir Learning Experience amount and related payments.

Refunds, if applicable, at the discretion of the Management, will only be made as per the sources of debit/credit card used for the original transaction. For the avoidance of doubt nothing in this Policy shall require BALA VIDYA MANDIR to refund the Fees (or part thereof) unless such Fees (or part thereof) have previously been paid.

In the event there is any claim for/ of charge back by the user for any reason whatsoever, such user shall immediately approach Bala Vidya Mandir with his/ her claim details and claim refund from Bala Vidya Mandir alone. Such refund (if any) shall be effected only by Bala Vidya Mandir via payment gateway or by means of a demand draft or such other means as Bala Vidya Mandir deems appropriate. No claims for refund/ charge back shall be made by any user to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained.

In these Terms and Conditions, the term “Charge Back” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

Refunds, if applicable, are at the sole discretion of the Management only and by signing this agreement, parents agree to this refund policy.

11. **Privacy Policy**

BALA VIDYA MANDIR respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not wilfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

BALA VIDYA MANDIR respects and protects the privacy of the parents and their wards.

BVM as a policy asks its 3rd party vendors & service providers to guarantee data security & respect privacy concerns and parents are advised to bring to notice of any problem or issue they may have noticed or heard of.

Parents and students must guarantee data security of the School.

Parents and students must respect and protect the privacy of the School, its staff, its teachers, its management and fellow students & parents.

12. On Line Payment Fee charges

The fees to be paid by the Customer/Parent shall be computed and paid as specified herein below:

	Transaction Processing Fee, Platform Aggregation, MIS and Reconciliation Fees	
1	Net Banking Facility Fee	Rs.15 /- plus applicable taxes of the Transaction Amount (to be collected from the Customers)
2	Credit Card Gateway Facility Fee (Visa / Master)	1.45% of the Transaction Amount (to be collected from the Customers)
3	Debit Card Gateway Facility Fee (Visa / Master)	0.75% plus applicable taxes for the value upto Rs.2000/- of the Transaction Amount (to be collected from the Customers) 1% plus applicable taxes for the value above Rs.2000/- of the Transaction Amount (to be collected from the Customers)

Terms of Payment:

- (a) Service Tax and other tax / taxes if any applicable, will be charged in addition. (to be collected from parent)
- (b) The transaction-processing fee is based on the current level of interchange/clearing house charges/Participating Bank charges. Any additional charges levied by these entities now or any time in future for processing of such transactions or on account of failed transactions etc. will be charged to parent in addition to the above mentioned transaction processing fee.
- (c) In respect of any failed transactions of any of the parents, processed through this service, the transaction failure charges payable if any to the Participating Banks, in respect of the failed transactions shall be charged additionally.

IMPORTANT: By submitting a payment through the online-payment gateway website you are agreeing to all the terms and conditions including any updated changes in terms and conditions from time to time through our website.

By signing on this contract of agreement you are agreeing to all the terms and conditions including any updated changes in terms and conditions from time to time.

Governing Law ; Jurisdiction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of India under the jurisdiction of the High Courts at Chennai, Tamil Nadu, India.

Contact Details:

Bala Vidya Mandir Senior Secondary School

office@balavidyamandir.org, Phone No: 044 – 24424445/6

Contact us between 10.00 a.m.- 03.00 p.m. Monday – Friday

BALA VIDYA MANDIR

INSPIRING LEADERSHIP