

# Terms and Conditions

By providing your contact information and opting to accept phone calls, emails, and SMS communication from us, you will receive program brochures, benefits, domain information, webinar participation details, and other relevant information to help you make an informed decision about enrolling in our program. Your privacy is important to us, and your preferred communication channels will be used exclusively for educational purposes related to our offerings.

## Academic Regulations

All academic and accredited programs are subject to academic rules, regulations and applicable domestic legislation which will be published and revised from over time. Skillacus is obligated to make personal academic information available to regulatory and administrative bodies for academic and statistical purposes, if required.

## Application Fee

Fees are different as per each course and as prescribed by the admission team. Skillacus reserves the right to amend fee for any of the courses from time to time.

## Enrollment

By enrolling as a student, the student agrees to abide by the Rules and Regulations of Skillacus. These currently include general disciplinary rules and regulations relating to examinations, assessments, learning, training, fees, and placements. Please note these may change from time to time at the sole discretion of Skillacus. Skillacus will make reasonable efforts to keep you informed of any such changes.

- Skillacus has the right to cancel the course at any point for reason whatsoever. In the event of a cancellation of a course/batch by Skillacus, within 1 month of the scheduled start date, student is entitled to full refund of the course fees paid.
- In the event of cancellation of batch/course after 1 month of scheduled course start date by Skillacus, the student is entitled to 50% of the course fees paid.
- If the student fails to pay the requisite fees in pre-agreed installments within the stipulated time along with the grace period allowed, Skillacus stands the right to cancel admission without any liability of refund of fees paid by the student. Skillacus also reserves the right to extend the seat to any other candidate in place of the defaulting student. The grace period here in question is 7 days from the stipulated date mentioned.
- The student agrees to maintain at least 75% attendance record. In the event of a failure to do so, Skillacus will not be responsible for providing placements post completion of specific courses.
- If the student is absent for a continuous period of 7 session days and/or he fails to secure the threshold passing percentage in the course assessments carried on from time to time, Skillacus reserves the right to cancel the student admission without any recourse to the student

whatsoever. Skillacus will not liable to refund any paid fees in such as event. If the student wishes to discontinue the course, Skillacus is not liable to refund any paid fees.

- The content of individual courses and the curriculum for any given degree are under constant academic review and may change from time to time, with some courses being modified, discontinued or replaced. In addition, external factors may make it unviable for the Skillacus to provide a previously offered option.
- Upon completion of the training, the student will be awarded a completion certificate of the relevant course.
- Student agrees to maintain confidentiality of the course content and distributed materials, and agrees not to distribute or upload or make available to any individual, voluntary or involuntarily. Infringement of any intellectual property rights is subject to and not limited to termination of enrollment. The student is also subject to criminal/civil proceedings in such an event.
- The institute reserves the right to withhold the passing certificate until the student's fees have been paid. Skillacus also reserves the right to disallow the student from appearing in the schedule assessments/certifications/examinations. In such an event, the placement services will not be offered to the student.
- By signing the enrollment form, the student provides unconditional consent to Skillacus for use of his name, marks and other details in Skillacus publicity campaign/marketing/advertising, using all media forms.
- Pursuant to the course completion and certification, the student has been offered a placement with \_\_\_\_\_, at the position \_\_\_\_\_ of \_\_\_\_\_, but has not accepted the offer because: a) has plans for higher education b) has opted for self-employment. The student joined the training to upgrade his/her skill level.
- Student clearly agrees that no representations or guarantees have been made by Skillacus towards job placements, salaries or any other, any discussions or correspondence in this regard are only indicative and do not imply a contractual obligation, the only exception to this is type of course training that is provided.
- If any damage to property is attributable to any particular student/s it will be promptly paid by the student of its full replacement value as decided by Skillacus, upon failing to do so within 7 days it will also be deducted from the student's fees and student can be withheld from training and successful completion of his course besides other remedial measures.
- Other charges: Small charges may be made in some subjects for such items as course materials, photocopying and printing.
- Skillacus cannot accept responsibility, and expressly excludes liability, for loss or damage to students' property including without prejudice to the generality the transfer of computer viruses to students' equipment.
- Skillacus reserves the right to exclude from studies forthwith any student who willfully and persistently neglects his or her academic work to such

an extent that there is no reasonable possibility of him or her being regarded as having duly performed the work of the course or being able to proceed to the next stage of the course. It should also be noted that although candidates may be admitted initially as prospective students, admission to the courses is not guaranteed at the outset but depends on performance. Under the circumstances, Skillacus absolves itself from providing placement services.

- If any provision of the contract, constituted by acceptance by the student of Skillacus offer of admission, shall be held by any court or other competent authority to be void or unenforceable, in whole or in part, that contract shall continue to be valid as to the other provisions contained in it and the remainder of the affected provision.
- Any notice or other information that, either Skillacus or the student requires to give to the other in connection with the agreement entered into between them, may be given by electronic means, by hand or sent by first-class prepaid post, facsimile transmission or comparable means of communication.
- All information provided by Skillacus is deemed to be proprietary and confidential, student will not disclose or distribute, redistribute or hold any confidential information or any proprietary information in any form in perpetuity after the completion of the course.
- Student waives the right to contest the decisions of Skillacus and all decisions made by Skillacus will be considered full, final and binding on the Student.
- The liability of Skillacus of any nature towards the students is limited only to the extent of the student's fees paid by them. Skillacus shall also not be liable to the students for punitive, exemplary, special, indirect, or consequential damages.
- Skillacus is a Limited Liability Partnership (LLP) (As per Section 23(4) of the Limited Liability Partnership Act, 2008, and is a for profit enterprise and at no point should be considered to be under the purview of University Grants Commission or AICTE or any other national body, all programs are proprietary and autonomous. If any program is run in association with or with any affiliations from a third party provider, it will be the responsibility of the third party to have the necessary recognitions and the Student shall be responsible for checking the authenticity and validity of the third party provider directly from the third party.

### **On joining Skillacus**

Any notice or information given by post which is not returned to the sender as undelivered shall be deemed to have been given 48 hours after the envelope containing the information or notice was posted. Any notice or other information sent by facsimile transmission or comparable means of communication shall be deemed to have been duly sent on the date of transmission provided that a confirming copy is sent by first-class prepaid post to the other party within 24 hours after transmission. It shall be the responsibility of the student to intimate to Skillacus of any change in the student's address. Notices or information sent to the last intimated address of the student as provided above shall be deemed to have been properly given.

## **Cancellation and Refunds**

- For any reason, Skillacus reserves the right not to provide any particular course, curriculum or facility, to make variations to the content or method of delivery of courses, to discontinue courses and to merge or combine courses if such action is reasonably considered to be necessary by Skillacus. If Skillacus discontinues any course, refund of fees will be subject to provisions made above.
- At the discretion of Skillacus, a refund of tuition fees may be made where a student withdraws from a programme of studies. For further information about the refund of tuition fees, please contact the faculty.
- To know more about the Skillacus Refund policy [Click here.](#)

## **Health and Wellbeing of students**

- The student (if major) or their parents (if minor) authorize Skillacus to consent on their behalf of the student receiving emergency medical treatment (including blood transfusions) within India, general anesthetic and operations performed by a government hospital or a private hospital as necessary for the student's welfare and if the parent or the emergency contact of the student cannot be reached in time. The Parents must comply with Skillacus' recommendations, which may include a reasonable decision to release the student when he/she is unwell.
- The Students Health: Skillacus may at any time require a medical opinion or certificate as to the Student's general health where Skillacus considers that necessary as a matter of judgment in the interests of the student or the Institute.
- Student/Parents must inform Skillacus in writing if the Student has any known medical condition, health problem, disability or allergy.

## **Applicable Law**

The agreement shall be deemed to have been made in Mumbai, India and shall be construed and enforced in accordance with and the validity and performance hereof shall be governed by the laws of India. Subject to clause 37 (arbitration) all disputes are subject to exclusive jurisdiction of Courts at Mumbai, India only.

## **Arbitration**

All disputes relating to or arising out of this agreement shall be settled by reference to arbitration under the Arbitration and Conciliation Act of 1996. An arbitration tribunal consisting of a single member shall conduct arbitration. Such member shall be nominated by Skillacus. The venue of arbitration shall be Mumbai, India. The arbitration clause shall however not apply if Skillacus and or the authorized agent decide to initiate proceedings against a student for any criminal offences, including but not limited to dishonour of post-dated cheques.

Please note that Skillacus will not entertain any kind of objections, requests or complaints in connection with or arising out of these terms and conditions.