

Terms & Conditions

These terms and conditions apply to all courses & services provided by iMADE Creative Studio.

1. Introduction

1.1. These terms and conditions represent an agreement between iMADE Creative Studio and applicant. The contract is formed when the student has completed registration successfully with iMADE Online Course of choice, and will be reconfirmed in case of course renewal, extension, or upgradation.

1.2. These terms and conditions in full, along with student registration, iMADE Creative Studio's rules, regulations, policies and procedures, and the description of desired course on iMADE's course brochure at the time of registration, form the contract between student and iMADE in relation to their studies at iMADE Creative Studio. Students should read these documents carefully before registering for iMADE Online Courses.

Changes to the Contract

1.4. iMADE will make all reasonable effort to deliver the course in accordance with the description of the course and associated iMADE policies and procedures. However it may be necessary for iMADE to:

1. Make changes to the course, including after student registration;
2. Amend or update our rules, regulation, policies and procedure to ensure that iMADE Creative Studio meets its legal and regulatory obligations, and acts in accordance with best practice; and
3. Make changes to these terms and conditions.

Any amendments made by iMADE Creative Studio to this contract will be made available on the iMADE Creative Studio's website, which must be consulted frequently by the students. If iMADE makes any significant changes to this contract, iMADE will take reasonable steps to bring these changes to the attention of the affected students as soon as reasonably possible.

Additional terms relating to courses (optional)

1.5. In the event of any conflict between any description, rules, regulation, policies stated in the information brochure and these terms and conditions, these terms and conditions will take precedence.

1.6. Where services are offered by iMADE that are subject to separate terms and conditions, the student will have the opportunity to review those terms and conditions before registration.

2. Provision of Information

2.1. The most up-to-date information about iMADE Creative Studio courses and services is published on iMADE Creative Studio website and information brochure. In case of any error in published information, it is to be recognised as typographical error and will be ratified and updated once notified.

We cannot guarantee the accuracy of information that is published on third party external websites.

3. Registration

3.1. Students must ensure that all information and documents provided at the time of registration in respect to the application is valid and accurate.

3.2. In case of discrepancies in the application in regard to information or documents provided, there will be a reassessment of student application; or if significant information has been omitted from the application form, iMADE may withdraw or amend student registration, or where student has already enrolled for the course, terminate registration at iMADE.

Demonstration Registration

3.3 Students must submit valid information or documents for free demo class at iMADE. Demo classes are pre-scheduled and students will be intimated about the same post verification of information and documents provided.

3.4. For any negotiation regarding the allotted schedule, students must contact iMADE officials at provided helplines in the information brochure. iMADE exercises the right to provide demo classes in the form of either live session or recorded session, or reschedule demo session in case of force majeure events or significant changes in demo class schedules, and will take reasonable steps to bring this to the attention of the affected students as soon as reasonably possible.

3.5. Students attending demo class must strictly adhere to the rules, regulation, protocols and policies of iMADE Demo classes. In case of any disobedience or discrepancies, iMADE may reprimand the student, terminate the session, or bar student registration with iMADE, without incurring any liability to you.

3.6. Students may apply for additional demo session in the following cases:

- a. Force majeure events like earthquake, flood, industrial lockouts, etc
- b. Impossibility of the use of public or private telecommunication networks
- c. The acts, decrees, legislation, regulations, and restrictions of any government
- d. Medical emergencies or sickness

In above circumstances, students must notify at iMADE Helplines provided in the information brochure along with a valid document stating the same. iMADE exercises the right to provide demo class in the form of live session or recorded session, or reschedule demo class after verification or reconsideration of information provided.

4. Online Classes, Hybrid Classes & Recording

4.1. Students must adhere to all online class rules, regulation, policies, and procedures of iMADE Online Classes at all times.

4.2. Students must adhere to instructions as provided by teachers and faculties during live class at all times.

4.3. In case a student is unable to follow any rule, regulation, policy, procedure and instruction during live session, they must inform the faculty about the same and/or request for assistance if required. In case a student does not adhere to the protocols without notifying presiding faculty, iMADE has the right to remove the student from the class, terminate the session, or cancel the

registration of the student with or without a serving notice to the student and without incurring any liability to you.

4.4. iMADE has the right to record all sessions for future reference and information purposes.

4.5. iMADE introduces fresh batches bi-monthly with limited seats per batch. Every batch has an allotted unique schedule best suitable for the students which must be strictly adhered to. In case a significant change has been made to the schedule of a batch or course, iMADE will take reasonable steps to inform students as soon as reasonably possible.

4.6. In case a student wishes to enroll or upgrade to Hybrid Classes, must contact iMADE Admission Team for information and guidance about the same. Students can select only 1 scheduled day or subject to be upgraded to hybrid class, whereby they will be provided with the recording of the class of the chosen day/ subject for the remaining duration of the registered course.

4.7. Students who wish to avail Recording of Live class due to absence, must email at imadeclass423@gmail.com stating the duration and reason for absence also with valid proof to ascertain the same. Students will receive recording within 7 days from application for class recording.

4.8. Every course is entitled to a limited number of Class Recording, and therefore, students will be informed if they exceed the limit and will not be provided with recording once the limit has been reached.

4.9. Class Recordings will be accessible till 30 days post completion of course or entrance examination, whichever is first.

Additional terms

4.1. iMADE provides study materials in digital format only. Students will receive different study sets as they progress through the registered course. Study materials will be shared only on the registered email of the student within 7 days from registration. Study materials will be accessible till 30 days post completion of course or entrance examination, whichever is first.

4.2. In case any student has not received study materials within 7 days from registration, they must email iMADE at imadeclass423@gmail.com stating the same along with date of registration.

4.3. iMADE provides parents progress reports of student progress bi-monthly. For more information regarding progress reports, parents may contact iMADE helplines as provided in the brochure. iMADE reserves the right to inform parents/ guardians of the student, if the student willfully and persistently neglects their academic work to such an extent that it disturbs the progress towards the final award or continuation of course.

4.4. iMADE Counseling are pre-scheduled and students will be intimated about the same.

5. Fees & Payment

1. General:

5.1.1. The course fees will be quoted on the information brochure provided at the time of course registration. The quoted fees, where applicable, is inclusive of a sum amounting to Indian GST.

5.1.2. Prices are liable to change at any time, but changes will not affect registration for which iMADE have already sent confirmation.

5.1.3. You are responsible to pay us the full amount of the course fee as stated in the course brochure, unless you have canceled for course registration with the period of eligibility for refund as is in –; or within our refund policy as set out in our fee information and refund policy.

5.1.4. Payment for course must be via Net Banking, UPI Transfer, Bank Deposit. We recognise payment through most major banks. Students must contact iMADE Admission Team if they wish to enquire about other methods of payment.

2. Payment of Fees:

5.2.1. Student is responsible to make complete payment of course fees for successful registration, unless:

iMADE has introduced a discount offer, in which case the payment is due in accordance with the agreed discounted fee. Discounted fees are inclusive of a sum amounting to Indian GST; and are strictly non-negotiable
iMADE has agreed upon payment via installments as per iMADE Installment Scheme provided in the course brochure, in which case, payment is due in accordance with the agreed installment plan.

5.2.2. In addition to course fees, other charges may be applicable. Common charges include registration fees, course upgradation fee, course renewal charges, delayed fee/ installment payment charges; in case of which student is responsible for meeting such charges. For assistance regarding the same, students may contact the iMADE Admission Team for further information.

5.2.3. In case of failure of payment of course fee in full, (or discounted/ installment fee in addition with late fee payment charges) by the date set out in course brochure, iMADE may refuse to permit the candidate to continue on registered program, or terminate Student Registration with or without serving written notice to the student and without incurring any liability to you.

3. Refund, Cancellation & Withdrawal

5.3.1. The student has a legal right to cancel or withdraw from the registered course at any time within 14 days from Registration, in which case:

1. iMADE Admission Team has the legal right to exercise internal evaluation with the registered student before accepting the student's request for cancellation or withdrawal.
2. In case of non-compliance with the standard procedure, iMADE has the right to terminate student registration with serving notice to the student and without any liability to you.

5.3.2. In order to Cancel or Withdraw from the registered course in accordance with Clause 5.3.1:

1. Students must notify the iMADE Admission Team in writing via email within the Cancellation period, i.e. within 14 days from Registration.

2. The Registration will be canceled on the day internal evaluation between iMADE Admission Team and the student has been successfully conducted.

5.3.3. Any refund due to the student will be processed in accordance with Clause 5.3.1. & 5.3.2.,:

1. Deduction will be made for services provided inclusive of online classes, course study materials, recorded sessions, tests, and cancellation charges, from the amount paid at the time of registration.
2. Refund post deduction of charges stated in Clause 5.3.1., will be initiated within 7 days from successful cancellation or withdrawal.
3. iMADE has the legal right to refuse Refund in case of non-compliance in accordance with Clause 5.3.1. & 5.3.2., with serving written notice to the student and without incurring any liability to you.

5.3.4. iMADE reserves the legal right to exclude the student from any course after its commencement if in our absolute discretion we consider that you are impeding the provisions of the course or services provided by iMADE, or your presence is bringing or threatening to bring out the institution or any part of it into disrepute. In these circumstances we will refund fees after the standard deduction charges stated in Clause 5.3.1., with no further liability to you in respect for such termination or exclusion.

6. Conditions of Admission

6.1. Your admission to iMADE Creative Studio, attendance on a course, and the right to enjoy any of the privileges and services of membership of iMADE, including access to services and facilities, is subjected to student complying with the terms and condition of the Contract.

6.2. Your progress on course and final award are not guaranteed and are dependent upon your academic performance and participation.

7. Educational Provision

7.1. iMADE Creative Studio shall use reasonable endeavors to:

1. Deliver your course with reasonable care and skill and as far as possible, in accordance with the information provided in relevant brochure;
2. Clearly explain the academic requirements of registered course to you

7.2. You must use all efforts to fulfill all the academic requirements of your course, including submission of course work and other assignments and attendance at examinations and other required events, on time and in accordance with the relevant policies, rules and regulations of the iMADE.

7.3. If you do not act in accordance with this Contract, or any of the documents referred to in it, iMADE may take disciplinary action against you.

8. Termination

8.1. iMADE reserves the right to exclude you from the course for disciplinary offenses, for impersonation, for non-payment of tuition fees, for false accusation or attempt of defamation or implication of iMADE services and reputation, in line with the relevant iMADE policies and procedures.

8.2. This Contract will terminate automatically if you cancel or withdraw from your programme.

9. Grievance

9.1. Have a look at the information and guidance accessible via iMADE website, or information brochure before going forward with the procedure for complaint. In case, the student wishes to register a complaint, they are required to follow the following guidelines:

We value complaints and use the information to help us improve our services.

1. What is a complaint?

9.1.1. We regard a complaint as any expression of dissatisfaction about our actions or lack of actions, or about standard of service provided by us or on our behalf.

2. What can be complained about?

9.2.1. You can complain about the following:

1. Failure or refusal to provide a service promised in accordance to the information brochure;
2. Inadequate quality or standard of service, or an unreasonable delay in providing a service;
3. The quality of facilities or learning resources;
4. Failure to properly follow procedure or guidelines when delivering services
5. Failure to follow the proper administrative procedure
6. Conduct, treatment by or attitude of a member of iMADE team (except where there are arrangements in place for the member of iMADE team to handle the complaint themselves);
7. Disagreement with a decision, (except where there is a statutory procedure for challenging that decision, or an established appeals process)

9.2.2. Student complaints may involve more than one reason.

3. What cannot be complained about?

9.3.1. There are certain complaints that cannot be taken care of by iMADE Grievance Team:

1. A request for explanation or information of policy or practice.
2. A request for invitation to provide feedback through a formal mechanism such as a questionnaire or feedback form.
3. A concern about student conduct should be raised through the complaint handling procedure but we may consider it through another procedure.
4. A request for compensation only.
5. A request for information under the Data Protection and Privacy.
6. A grievance relating to staff employment and recruitment.
7. Abuse and unsubstantiated allegations about iMADE services and staff where such allegations would be covered by Expected Behavior Policy.

8. A concern about the actions and services of a different institution, where we have no involvement with the issue (except where the other institution is delivering the services on our behalf).
9. Issues that are in court or have already been heard by a court or tribunal (if you decide to take legal action, you should let us know as the complaint cannot then be considered under this process)
10. Disagreement with a decision where there is a statutory procedure for challenging that decision (such as for freedom of information and subject access request), or an established appeals process throughout the sector (such as an appeal about an academic decision on assessment or admission).
11. An attempt to reopen a previously concluded complaint or to have a complaint reconsidered where we have already given our final decision.

9.3.2. If other procedures or rights of appeals can help you resolve your concerns, we will give information and advice to help you.

4. Who can make a complaint?

9.4.1. Anyone who requests, receives or is directly affected by iMADE services can make a complaint to us. This includes the representative of someone who is dissatisfied with our services (for example, parents, guardian, siblings). The complaint, if raised by a relative, must be emailed at imadecreativestudio@gmail.com.

5. How to raise a complaint?

9.5.1. You can raise a complaint by phone, or by email.

9.5.2. When raising a complaint, provide the following information:

1. Name of the Student
2. Course
3. Registration Date/ Year
4. Complaint/ Concern in detail
5. Reasons/ Circumstances related to the complaint
6. Outcome expected or seeking

6. When can a complaint be raised?

9.6.1. The complaint can be raised within the following durations:

1. Courses Duration of less than 30 days/ Smart Study:- 7 Days from Registration.
2. Courses Duration of more than 30 days:- 14 Days from Registration.

9.6.2. In exceptional circumstances, a complaint can be raised after the applicable duration for complaint, in which case, the student must state why the time limit for complaint should not apply to the complaint raised.

7. Complaint Redressal Procedure

9.7.1. Once a complaint has been raised, the redressal process begins within 24-72 hours from the time of complaint raised. Students must wait for guidance regarding the Redressal Procedure for 24-72 hours.

9.7.2. Complaint Redressal has the following 2 stages:

Stage 1: Frontline Response

1. We aim to respond to complaints as quickly as possible (where possible when the complaint is first raised). This could mean an immediate apology and explanation regarding the subject of the complaint, or immediate action to resolve the complaint.
2. The resolution for a complaint raised at Sage 1 will be provided with 24-48 hours or less, unless there are exceptional circumstances.
3. In case the student want to raise the complaint for Stage 2 after receiving the resolution at Stage 1, the student must ask us to consider the complaint at Stage 2 either:
 - a. Within the time limit for complaint as provided under Section 9, Sub-section 6, Clause 9.6.1.;
 - b. 24-48 hours of receiving resolution at Stage 1
4. In exceptional circumstances, a complaint can be raised for Stage 2 after the applicable duration for complaint, in which case, the student must state why the time limit for complaint should not apply to the complaint raised.

Stage 2: Investigation

1. Stage 2 deals with complaint only under the following cases:
 - a. Complaints that remained dissatisfied after Stage 1 resolution;

- b. Complaints that clearly require investigation.

In the above cases, complaints are addressed directly at Stage 2. In case the student doesn't want the complaint to be addressed at Stage 1, the student may request for Stage 2 instead via email at imadecreativestudio@gmail.com.

2. When using Stage 2:

- a. We will acknowledge the receipt of complaint within 24-72 hours from time of complaint registration;
 - b. We will confirm our understanding of the complaint we will investigate and what outcome is being sought;
 - c. We will try to resolve the complaint where we can, or suggest alternative complaint redressal approach, if necessary;
 - d. Where we cannot resolve the complaint, we will provide a full response as soon as possible, at most within 7-14 working days.
3. In case the investigation takes more than 7-14 working days, the student will be notified about the revised timing and kept updated on progress.

10. Changes in Contract

1. General

10.1.1. iMADE Creative Studio will make all reasonable efforts to deliver courses and services in accordance with the descriptions published in iMADE Creative Studio Website and Brochure, and associated rules, regulations, policies and procedures as stated in the Contract. However, on occasions it may be necessary to make changes, including discontinuation of a course, either prior to or following admission.

Where necessary, we therefore reserve the right to:

1. Vary the contents of the course, including module and syllabus offered;
2. Vary the delivery method of the courses, including registration dates, time table, number of classes, and methods and timings of assessments;
3. Make changes to the members of the academic staff delivering courses and/or counseling;

10.1.2. Vary, replace, or withdraw course activities;

10.1.3. In exceptional circumstances, course may be merged, or discontinued;

10.1.4. There are a number of reasons why changes to courses and services may be necessary. These include:

1. To improve the content or delivery of the courses and services as part of iMADE's policy of continuous improvement (including in response to student feedback).
2. To respond to development in academic knowledge and research.
3. Where such actions are necessary to appropriately manage iMADE resources.
4. Where a course is under or over subscribed.
5. To comply with changes in law or with government guidance in relation to iMADE operations.
6. To comply with the instructions of administration regulators.
7. As a result of the absence or departure of a key member of staff.
8. Due to force majeure circumstances

10.1.5. Where the changes referred to in Clauses 10.1. to 10.3. are not significant (for example when they lead to changes to individual elements of a course but do not lead to a substantive change in the overall content or method of delivery of an entire course), iMADE will communicate such changes through routine update on iMADE Website and Brochure.

2. Significant Program Changes

10.2.1. If iMADE:

1. Discontinues or does not provide the desired course;
2. Significantly changes the content of a course, method of delivery or method of assessment of a course such that the overall learning aims and outcomes of the chosen course are fundamentally different;

iMADE will:

1. Notify you at the earliest possible opportunity;
2. With the consent of the student, iMADE will provide reasonable assistance to find a suitable replacement course at iMADE;
3. If the student does not wish to accept iMADE's offer of a replacement course, and instead wish to either withdraw registration from the course enrolled into at iMADE, or iMADE is unable to offer a suitable replacement course, iMADE will make appropriate refund of tuition fees or installment paid in accordance with policies set out under Section 5 Sub-section 3.

11. Liability

11.1. iMADE is not responsible for services provided by third parties. These organizations are independent of iMADE Creative Studio and iMADE is not responsible for acts or omissions of those organizations.

11.2. iMADE will not be liable to you for the failure to carry out, or delay in carrying out, any of the obligations stated in this Contract where that delay or failure is caused by events beyond iMADE's reasonable control including acts of force majeure, terrorism, cyber attack, industrial disputes, fire, adverse weather, technical breakdown, power outages, pandemics, epidemics, or disruptions emerging from epidemics and pandemics, and national emergencies. In such circumstances, iMADE will take reasonable and proportionate steps to minimize any adverse impact on students.

11.3. The provisions of Clause 11 shall continue to apply after termination of or expiry of this Contract with all registered students.

12. Data Protection

12.1. iMADE holds information for all applicants to iMADE, and all registered students at iMADE, and uses this information in accordance with its privacy policies.

1. Privacy Statement for Applicants & Registered Students

Information for applicants about how we use your personal data and who we share it with.

12.1.1. We obtain your personal data from the following sources:

1. From student application, and any additional information that you provide as part of the pre or post-application enquiry, to supplement or clarify student application, or as part of feedback request, appeal or complaint;
2. From third party sources, where we ensure that the third party source has lawful authority to provide us with your personal data.

12.1.2. The information that you provide will be used to provide you with accurate pre-application information, advice and guidance, for the assessment of your application, to invite you to take part in events and workshops, and for the considerations of appeals and complaints.

12.1.3. There are various legal bases for why we use your information. Here is a brief explanation of each of the legal bases:

1. **Consent:** On specific occasions iMADE will only process certain data if the student consents. For example, on your application, you only need to provide certain “special categories” of data to successfully complete registration.
2. **Necessary to enter into a student Contract:** On many occasions iMADE will process your data to enable it to meet its commitment to you.
3. **Necessary for the performance of a task carried in public interest:** iMADE is an educational establishment and in particular its educational activity is conducted in public interest (including your interest and interest of others).
4. **Necessary for the purposes of legitimate interest of iMADE or a third-party subject to overridden interests of data subjects:** iMADE (and sometimes third- parties) has broader legitimate interest in activities that connect to the activities and education of students. Subject to those interests not being overridden by the interest of fundamental rights and freedom of students, it will pursue those interests. A good example of this legitimate interest would be conducting surveys to better understand people’s reasons for declining an offer of a place.
5. **Automated decision making:** It is necessary for the performance of the contract for registered students- if iMADE is required to automate decisions relating to the services it is providing you.

Special Category data is personal data which is more sensitive, and so needs to be protected. This data would include anything that reveals racial or ethnic origin, political opinions, religious, or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sexual orientation. To process these types of data additional legal bases are required:

1. Processing “special categories” data where you have given consent- iMADE will process certain sensitive information about you with your consent,
2. Processing “special categories” of data where necessary for substantial interest of students and iMADE.

12.1.4. We do not use profiling or automated decision-making processes. Some processes are semi-automated (such as anti-fraud matching), but a human decision maker will always be involved before any decision is reached in relation to registered students.

12.1.5. iMADE is made up of many services and departments who collect, process and store your data in a variety of subsystems to deliver their services. The local systems are part of the corporately supported IT architecture which maintains a live service as well as copies of the live systems used for software development and testing.

These software development and testing systems will also contain your data and respect iMADE data retention periods. It is in the legitimate interest of iMADE to use your data in this way to ensure that the services that you interact with are secure and provide the best student experience possible.

12.1.6. Your information may be used to allow us to carry our surveys. This includes a feedback survey sent to students who have completed their studies at iMADE, or feedback survey to students and participants of iMADE workshops and events, and help us to improve our services and the applicant and student experience.

12.1.7. We may analyze data on application, offers and acceptance in order to:

1. Understand the relationship between students qualifications and achievement and performance at applied course at iMADE,
2. Assess underrepresentation in different groups of student
3. Assess the impact of:
 - a. Contextual admissions
 - b. Admission policies
 - c. Changes in education and exam systems
 - d. Government initiatives

While we will where possible use anonymised data for these purposes, in some cases we will use personal data where there is a legitimate interest in doing so. Where we use personal data for these purposes, we will ensure that any published information is anonymised.

12.1.8. Development and Alumni works with the academic community to engage alumni in the life and services of iMADE. We ensure that the alumni are provided with an array of services and opportunities to connect with new updates and opportunities in the academic front throughout their lifetime, and are inspired to support and teach current students. We use the personal data of the alumni to provide services and opportunities, to promote development of Alumni networks around the world, to ensure our communications are timely and appropriate, to enable us to make better decisions, use our resources effectively. We take appropriate steps to ensure that we only record and ensure that we only record and store personal data which is relevant, that we keep it securely, that it is accurate and up-to-date, and kept for an appropriate length of time.

12.2. iMADE uses the information from student application:

1. To process student applications, to collect feedback and send course related informations and updates;
2. If the application is successful, iMADE will also use the information it holds about you to deliver desired courses, to provide educational and support services, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems.
3. iMADE will not disclose student information with third parties (including iMADE employees).

13. General

13.1. The terms of the Contract are enforceable by you and iMADE.

13.2. The Contract constitutes the entire agreement between you and iMADE in relation to its subject matter.

13.3. No failure or delay by iMADE or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

13.4. If a provision or part- provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal or enforceable. If such modifications are not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of provision or part-provision shall not affect the validity of and enforceability of the rest of the Contract.

13.5. This Contract is governed by Indian laws. The courts in New Delhi will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract.