



7 Chandi Ghosh Road, Calcutta- 700040

### Affiliatee Application Form



Please Fill this form in **CAPITAL** letters

Firm Name

Name of Director / Prop. /Partner

1.

S/o/w/o

ADD

Mob.  E-mail

Edu. Qual. :  Date of Birth

Present Business/Job :

2.

S/o/w/o

Address

Mobile.  E-mail

Edu. Qual. :  Date of Birth

Present Business/Job :

Address Of School :

#### INFRASTRUCTURAL INFORMATION (either existing or planned)

No. of class room(s)  Accommodation Capacity  No. of cabins  Total Area (Sq.Ft.)

I confirm that the information is correct, and that I have read & understood all the terms & conditions as mentioned & I agree to abide by them

Date

(SIGNATURE OF APPLICANT)

Please sign on all the pages and send with application form



## Business Rules

The SMART TALENT RULES are related to the opportunity to run Smart Talent Course Program & are aimed at observing & upholding the highest standards of conduct. It enshrines the rights, duties & responsibilities of the Smart Talent Affiliatee. They are intended to preserve & protect the right & benefits available to the Affiliatee the Smart Talent Plan. With this in view Smart Talent reserves to itself the sole right to amend, adopt, rescind all or such portion of the rules as necessary to further promote these objective.

Since the Smart Talent business must be conducted in accordance with all applicable laws & regulations, the Affiliatee Rules are in addition to & not in substitution of the laws of the land & which the Smart Talent, undertakes to uphold. The Affiliatee Rules determine the relationship between Smart Talent and also between Affiliatee.

(Signature of Applicant)

Date:

Name in Full \_\_\_\_\_

### **General**

#### **Rule 1**

1. All affiliatee will sign the agreement with Smart Talent. Payment towards Affiliation Fees should be made to Smart Talent only, services will be provided either from Smart Talent (if available) & all course material, etc, will be supplied Directly from Smart Talent head office, Which is chargeable.
2. The Affiliatee nothing is done or omitted to be done by the Franchisee Which may affect the reputation of Smart Talent in the field of training & education or otherwise.
3. Affiliation Fee will be the donation to Calcutta Talent Search School.

### **Name of the Affiliatee Center:**

#### **Rule 2**

- You have to run the Center in the name of "Smart Talent".  
You Cannot change or alter this name under any circumstances.  
You have to use the sign board in prescribed design no changes are allowed.

### **Registration**

#### **Rule 3**

- In order to become a affiliate, the prospective affiliate must fill out an application form & submit the fees for training and advertisement. The application forms can be procured from Smart Talent.  
Registration can be done in the name of self, proprietorship firm, Partnership firm, or Private or Limited company Smart Talent reserves the right to reject any application for registration

### **Expiry & Renewal**

#### **Rule 4**

- An Affiliatee initial agreement will be for 5 yrs from the date of registration. The renewable is subject to submission of an application for renewal at least 30 days before the expiry, along with the In case the Renewal Fee is not received within the specified time a fine of Rs. 50/- Per day will be imposed during the period of delay Smart Talent has the right to cancel the Franchise if this delay continues even after 30 days

The Affiliation Renewal Fee shall as mentioned in the latest Order & Payment Form at the time of Payment of the fee & is subject to change from time to without prior notice.

(Signature of Applicant)

## Resignation

**Rule 5** A affiliate may resign at any time. The notice of the resignation becomes effective upon receipt by Smart Talent. In the event of resignation, a affiliate shall have the liability to complete the course, if any course is incomplete for any student.

## No Refunds

**Rule 6** There shall be no refund of any amounts paid to Smart Talent for any reason . All payments made to Smart Talent for Study Materials & general publicity Which will be given monthly from Student Tuition & Admission Fees

## Conduct of affiliate

**Rules 7**

1. A affiliate can not sell any item of Smart Talent anyone for resale.
2. Smart Talent must not engage in activities, which may bring disrepute to SMART TALENT or any SMART TALENT products. They should comply with all requirements, guidelines, & instructions, which are issued by SMART TALENT. Any indisciplinary action performed by aFranchisee may result in the termination of the affiliate.
3. The Faffiliate shall duly & punctually make payment of all amounts due & payable to SMART TALENT under theSmart Talent Business plan. Non payment of any amount under this by the affiliate to SMART TALENT within the prescribed time shall be construed as an act of default & without prejudice to any other rights to recover such amount from the affiliate, Smart Talent shall be entitled to terminate his affiliation forthwith without giving any prior notice.

## Cost of Course Materials

**Rules 8** The costs are as given in the Order & Payment Form & they are subject to change from to time without prior notice.

## Minimum Purchase order of Course Materials :

**Rules 9** A minimum five student materials set are accepted else the courier changes of course material will have to be borne by the franchisee.

## Advertising & Promotional Activity

**Rules 10**

1. Apart from the sample & designs provided by Smart Talent. The affiliate may design & use their own materials for advertising & publicity only & they shall be fully responsible for such designed / materials.
2. All promotional activities either conducted dy Samart Talent Affiliatee cost of all promotional activities shall have to be born by the concerned Affiliatee. In case of H.O. Personals visits the cost

## Running The Center

**Rule 11**

1. The affiliate shall ensure good conduct & behavior of every learner & every faculty in order to maintain high reputation & discipline conductive for creating good academic atmosphere in the affiliatee Center.
2. The affiliatee shall ensure that the affiliatee's staff & personnel have requisite qualifications & experience so as to maintain high quality & standards of training & education in the Franchisee's Center.
3. At any time if SMART TALENT is of the opinion that the academic standards are not maintained by the affiliatee, SMART TALENT shall have the right to take corrective steps at the cost of the affiliatee and/or cancel the affiliation.
4. In order to maintain the uniform procedures & systems, SMART TALENT may from time to time issue necessary guidelines to theaffiliatee, who shall abide by the same.
5. To maintain the premises of the affiliatee's Center in good condition.
6. The entire cost of running a Center for classroom teaching, including acquisition of space, acquisition of furniture & fixtures, engaging of personnel, local advertising & promotion by the affiliatee, & all other expenditure shall be borne & paid by the affiliatee only & the affiliatee shall not be entitled to require SMART TALENT to share qny part or portion of such expenditure or reimburs any part thereof
7. Theaffiliatee shall alone be responsible in respect of any suit , application for interim order(s) or any legal proceddings or any complained filed by any person or authority in any court, tribunal consumer redressal forum /commission or before any authority pertaining to conduct of course , facilities to learners, any dispute between the learner(s) and the Afilliatte or in respect of any matter related to or concerning the affiliatte's cente and Smart Talent or its owners or officials shall not be held responsible for any such suit , complain or any legal proceedingss related to or in respect of any matter of the affiliattes center . Smart Talent can in its also solo and absolute

Date-

(Signature of Applicant)