

COMPETITION COMMISSION OF PAKISTAN

ENQUIRY REPORT

(Under the provisions of Section 37(1) of the Competition Act, 2010)

**IN THE MATTER OF ENQUIRY INITIATED AGAINST
M/S. BRITISH LYCEUM (PRIVATE) LIMITED FOR
VIOLATION OF SECTION 10 OF THE COMPETITION
ACT, 2010**

BY

  
KISHWAR KHAN, FAIZ-UR-REHMAN & AMIN AKBAR

Dated: March 16, 2022

1. BACKGROUND:

- 1.1 The Competition Commission of Pakistan (the ‘**Commission**’) took *suo moto* notice of the concerns raised relating to the advertisement in the newspaper as well as on its website in August 2020, by the M/s. British Lyceum (Pvt.) Ltd (the ‘**Respondent**’) for, *prima facie*, violation of Section 10 of the Competition Act, 2010 (the ‘**Act**’), which prohibits deceptive marketing practices.
- 1.2 It has been observed that the Respondent is making the following claims related to their educational program:
- i. The teachers can earn Rs. 80,000/- to Rs. 250,000/- per month.
 - ii. Education program worthy of Rs. 3.75 Billion is in collaboration with/ endorsed by the Cambridge Global.
 - iii. Eminent educationists and technologists on their Board of Directors.

It has been further observed that the Respondent may, *prima facie*, be involved in the dissemination of false or misleading information to consumers, “including the distribution of information lacking a reasonable basis, related to the price, character, method or place of production, properties, suitability for use, or quality of goods. Moreover, such deceptive conduct, if proven, is “capable of harming the business interests of other undertakings”.

- 1.3 Keeping in view the above, the Competent Authority, after the primarily probe, initiated an enquiry under Section 37(1) of the Act on April 22, 2021, by appointing Ms. Kishwar Khan, Director General (OFT), Mr. Faiz-ur-Rehman, Deputy Director (OFT) and Mr. Amin Akbar, Management Executive (OFT) as the enquiry officers (the “**Enquiry Committee**”).
- 1.4 The enquiry officers were directed to conduct an inquiry and submit its report by giving findings and recommendations, *inter alia*, on the following:
- (i) *Whether the conduct of the Respondent is capable of harming the business interest of other undertakings in, prima facie, violation of Section 10 (2(a)) of the Act?*
 - (ii) *Whether the Respondent is disseminating false or misleading information to the consumers that lacks a reasonable basis, related to character, properties, suitability for use, or quality of goods in, prima facie, violation of Section 10 (2) (b) of the Act?*

2. CORRESPONDENCE WITH THE RESPONDENT:

- 2.1 A letter for the initiation of enquiry along with the supporting documents was forwarded to the Respondent by the Enquiry Committee for comments on May 21, 2021. The following information was requested:

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- i. The legal status of the undertaking i.e. individual, firm or company. ✓
- ii. Complete particulars i.e. location of the registered office, Principal line of business, Email address and Telephone numbers. ✓
- iii. Promotional material since launch of the project i.e. Brochures, Application forms and other Print & Electronic advertisements. ✓
- iv. Total number of teachers and students enrolled in your project till date. ✓
- v. Credentials of educationists and technologists on your board of directors, Advisory board and Team. — X
- vi. Proof of salary disbursement to the teachers since the launch of the project. ✓
- vii. Particulars of M/s Cambridge Global-UK and documentary evidence that M/s Cambridge Global-UK is a registered entity and is part of your business. — X
- viii. Financial Statements since launch of the project. ✓

2.2 The Respondent submitted its reply via letter dated nil, received on June 07, 2021. The contents of which are stated below:

2.3 The Respondent stated that the legal status of the company is a juristic person incorporated under the Companies Act, 2017. Thus, there is no deceptive marketing on the part of the Respondent.

2.4 The Respondent stated that it is a market leader being unparalleled and matchless in capability, resources, expertise, inventive, practical, proficient and ingenious market leader in the field of online education. The Respondent has been enabled to pay marvels while working with the experienced professionals in the field of education with its associated companies having versatile geographical locations & consumer base. The richness of expertise of the associated people/ professionals/companies / undertakings working as a team for the cause of education enabled the Respondent to undertake the mega educational project. The Respondent for illustration purpose mentioned that, American Lyceum Private School LLC, Muscat, Oman, having its presence in Middle East, where hundreds of thousands of families from various regions are residing; American Lyceum (Pvt.) Ltd., having its presence in sub-continent, which makes a portion of total world population; Cambridge Global having its presence in Europe where some two million people from Pakistan are residing; American Lyceum LLC having its presence in the USA providing geographical stretch globally in general and in America and Latin America in particular; the Institute of the Brain Stormers (Pvt.) Limited having its global presence due to its consumers in various countries & regions, E-School as well as PrepOn already providing online educational services; M/s American Lyceum sole proprietorship, and the Royal Lyceum (Private) Limited having its presence in far off areas of the country, making the mega project of the Respondent. Thus, there is no deceptive marketing on the part of the company.

2.5 The Respondent mentioned that it was constrained to shelve the mega project as a notice dated 02-09-2020 & 16-09-2020 were issued and the Respondent submitted its reply to referred notices but the matter has been pending till the issuance of the instant notice. The Respondent further added that it has conceived the project both for the teachers and students and the unique educational venture aimed at reducing the cost of education to a mere nullity i.e. reducing educational expenses to single digit (less than 9% of educational costs) with accrued benefits

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both for the teachers and the students and their families. It may be important to note that the mega educational project of the Respondent, with its associated companies and rich human resource has been designed for all over world, backed by the trans-national management experience of its directors, who already got presence in Europe & Middle East, and abilities and resources to successfully implement and deliver the unique educational project.

2.6 The submissions of the Respondent regarding the mentioned claims are covered in the paragraphs to follow.

2.7 The Respondent stated that the monthly earnings by teachers between Rs. 80,000/- to Rs.2,50,000/-, may appear very robust in local national perspective, but the online educational mega project of the Respondent has not been designed for Lahore or Pakistan only and the same has been conceived in international perspective. The Respondent has mentioned the below justifications:

- i. The students here in Pakistan are paying thousands and thousands of rupees per hours separately for different subjects. That it may be important to note that only the primary segment of the students total in numbers in Pakistan only are 22,650,010 (the students of other regions are not included), makes eleven billion rupees plus (students 22,650,010 * Rs.499= 11,302,354,999) per year. It may be reminded that the introductory fee structure of the Respondent is nothing less than a free offer, in view of the fact that ordinarily poor parents give pocket money to kids more than the monthly fee introduced by the Respondent.
- ii. That the secondary segment of the students total in numbers in Pakistan only are 2,884,400 (the students of other regions are not included), makes it two billion rupees plus (students 288440 * Rs.999= 2,881,515,600) per year. It may be stated that the introductory fee structure of the Respondent is nothing less than a free offer.
- iii. That a Study of The Rapid Growth of “O” and “A” Levels of education indicated that in Pakistan, there is rapid growth of ordinary “O” and advanced “A” level education systems. The main objective of study was to identify the importance of and social acceptance of “O” and “A” level education system in Pakistan. The population of the study was all “O” and “A” level schools, “O” and “A” level students, and their parents and teachers in Pakistan. Three hundred and thirty five (335) schools, two thousand three hundred (2,300) teachers and twenty three thousand four hundred students in total. It may be important to note that only a small segment of the students in Pakistan only (the students of other regions are not included), 23,000 O’ level & A’ Level makes one billion rupees plus in just three years. It may be reminded that the introductory fee structure of the Respondent is nothing less than a free offer, in view of the fact that ordinary book of these levels cost more than the monthly fee introduced by the applicant.

2.8 The Respondent has made following submissions regarding the understanding of its educational project:

i. That in order to truly appreciate the business viability of the educational project, it is submitted that the Respondent, while working in association with its associated stepped forward to conceive the problems, with a deep rooted vision, philosophy, passion, mission and management muscle to conceive, comprehend, introduce, launch, devise, implement, apply and deliver the unique educational project by its multi-national management muscle, the details of which can be conceived by visiting www.britishlyceum.com.

ii. That the Respondent has been established to utilize all the infrastructure, working, expertise, experience, reputation and good will in the educational sector of its associated company i.e. The American Lyceum (Pvt.) Ltd. and establish a unique Online Learning House. Thus, the launch of a Mega Project just after days of its incorporation is not unusual, as it was thirty six years of business working of the directors and the associated company, as mentioned above.

iii. That as to charging of process fee (which is very refundable at certain level & adjustable at subsequent level against the payment to be made by the applicant(s) for continued services & business operations. For further clarification, no company registered with SECP in the any areas of business has been required under the enacted law to specifically mention all & each fees, costs, charges, tolls, costs, rates, bills, subscriptions, fares, payments, remunerations, salaries, pay, stipends, emoluments, contributions, prices, bills, menus, disbursements, overheads to be paid or received be mentioned specifically in the Memorandum & Articles of Association of such companies.

iv. That it has been clearly explained by providing requisite details that the volume of educational project is workable and within the management & financial muscle of the respondent due to the international background of business entities working in league with the respondent, and the volume of the project is much bigger in size than advertised by the Respondent.

v. That the collaboration & working relationship of the Cambridge Global and the Respondent is Online Teaching Facilitation basically.

vi. That the Respondent is one of the associated companies, which are providing state of art Online Teaching/ educational Services and the time span granted for submission of application by teachers was not less than eleven days and it takes only few minutes to any applicant teacher to submit the application and provide his teaching faculties for evaluation by the Respondent.

2.9 The Respondent stated that it is aimed at deliverance of the unique educational project by its multi-national management muscle and the following facts have driven the novel educational project:

i. **Problems of Education in Pakistan & third world countries are opportunity:**

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(a) That one in four Pakistani children will not be completing primary school by the deadline of 2030. The country will only be half-way to the target of 12 years of education for all, (b) Some 50 per cent of youths still not completing upper secondary education at the current rates, UNESCO says. (c) Without rapid acceleration, globally, 20pc of young people and 30pc of adults will still be unable to read by the deadline. (d) Finance is also insufficient for accelerating progress: the Global Education Monitoring Report calculated in 2015 that there was a \$39 billion annual finance gap to reach the goal and yet aid to education has stagnated since 2010. The Respondent is working in association with its associated stepped forward to ignite the unique educational venture having the understanding, vision, philosophy, passion, mission and management muscle to conceive, comprehend, introduce, launch, devise, implement, apply and deliver the unique educational project by its multi-national management muscle.

ii. Education Quality in Pakistan:

(a) The students in its rural areas are appallingly behind in their levels of learning. (b) Of the fifth graders surveyed in rural areas, 48pc cannot read a sentence in English and 44pc are unable to read a story in Urdu, Sindhi or Pashto from class 2 level textbooks. (c) Forty-seven per cent of them cannot do two-digit division. Comparing how the provinces score today with the results in the 2016 report is an illuminating exercise. (d) For example, Sindh and Balochistan remain where they were two years earlier in terms of the percentage of fifth graders unable to read a sentence in English from a class 2 level textbook, while Punjab, KP and Gilgit-Baltistan have shown improvement. (e) 72 million children of primary education age are not in school. Education today is in crisis. (f) Even before the coronavirus pandemic struck, in many parts of the world, children who should be in school aren't; for those who are, their schools often lack the resources to provide adequate instruction.

iii. Online Learning Benefits:

(a) Online learning is on the rise, according to a 2013 report by the Babson Survey Research Group, over 6.7 million postsecondary students were enrolled in at least one online class in 2011, compared to only 1.6 million in 2002, (b) Schedule Flexibility, students can access their course at any time, from anywhere they can log on, in most cases. (c) Student enrichment, online courses may be less intimidating than the brick-and-mortar classroom setting, and could help to increase student interaction. (d) Online communications, instructors can be more approachable in the online setting. (e) Time to absorb material, positive results are reported for students enrolled in online classes, according to a study by the U.S. Department of Education. (f) Cost-effective choices students may be able to save money by not having to physically attend classes, (g) No more expensive textbooks, some web-based classes may not require physical textbooks, as reading materials may be available either through the school's own library or their partnerships with e-libraries and other digital publishers. (h) Opportunities for convenience, cost-effectiveness, and student enrichment are just some of the variables that have contributed to online learning's growth. The Respondent conceived the benefits of online learning both for the teachers and students and the unique educational venture with the management muscle has been conceived, comprehended and implemented apply and

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deliver it. The Respondent, being market leader has identified the potentials of imparting of online education, not only for sub-continent, and millions of students of the region dwelling in Middle East and Europe but all developing countries. The project does not require funding or resources as has been apprehended by the Commission in view of the fact that the management muscle and state-of-Art working Software House has already been made available by associated business entities of the Respondent.

iv. Teaching Streams:

Respondent has identified four teaching streams, (a) British Lyceum Standard, in this stream Pakistani Curriculum will be taught in Urdu Medium, (b) British Lyceum Silver: In this stream Pakistani Curriculum will be taught in English Medium.(c) British Lyceum Gold: In this stream Cambridge Curriculum will be taught, which is obviously in English. (d) British Lyceum Platinum: In this stream International curriculum like IB and American Curriculum will be taught.

v. Ranking of Teachers:

In every stream every teacher will be categorized as teachers and assistant teachers. After this categorization, teachers will be awarded stars. The stars will be given from one to five. Thus, ranking of teachers or proceedings with the mega educational project for the Respondent is working in association with its associated companies has got the requisite understanding and management muscle to successfully implement and deliver the unique educational project by its multi-national management muscle and expertise.

vi. Criteria of Ranking of Teachers:

Step: 1: Initial Scrutiny of Applicants: In Step-1, applicants will be scrutinized by the Selection Board comprising the team of professional and experienced educators. Pre-evaluation team will shortlist applicants with incomplete profiles and they will be intimated to complete profile.

Step: 2: Taking Certificates and Degrees: The applicants who will successfully pass Step: 1, will move to step-2. In this step the degrees/certificates, as claimed by the applicant in the initial profile will be sought. Applicants will be sent email to upload the copies of their certificates and degrees on the reserved portal. Besides degrees, candidates will be required to upload the experience certificates of the job experiences as claimed by the applicant in the initial form. In this stage, all applicants' documents will be verified. If the company thinks some certificate needs to be verified from the relevant board or university, the company will have the right to verify all certificates. No additional amount will be required from applicants for this verification. If any certificate is found bogus or tempered, that candidate will be blacklisted.

Step: 3: Sample Lecture: In this step all applicants will be given a topic according to their 1st preference of subject, as given by them in the profile. They will be required to record a 5 minute lecture on this topic and send the link of that lecture. Two days' deadline will be given to the candidates to record this lecture. After the receiving of the sample lecture link, the team of experts in education will judge the video lecture. The sample lecture will

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be judged on the following criteria: Quality of Video, Identification of Learning Objective, Learning Objective Attained, and Involvement of students.

Step: 4: Live Interview: After the completion of the step 3, if the Selection Board will feel the need of having a live one to one interview, then it will be conducted by one of the members of the team. For this step, an email will be sent to the applicant and a time of two days will be given to prepare for the interview. If the Selection Board is not satisfied, then the applicant may be called for the physical interview. If the final interview is conducted, it will be conducted in the registered office of the company situated in Lahore.

Step: 5: Final Ranking: Based on the information gathered from the first four steps, stars will be given to the applicants in each category. The category and stars will be given according to the following criteria.

- a) In order to do the profiling and ranking of teachers, our team will rank the schools and institutions from where they have studied or worked. In order to get this information, the selection committee will see the final reputation of the institution and the HEC ranking as well.
- b) After the award of the ranks, the profile of the teachers will be made available to all registered students who will be able to see that record and choose teachers according to their liking. Once online teaching starts, students and parents will be ranking teachers at the end of every lecture and the evaluation of students and input from the company will be included in the profile/rank of the teacher.
- c) The decision of the ranking is appealable. Any applicant can send the request to review the ranking. This request will go to the Review Committee and the Review Committee will review the ranking of the applicant.
- d) Preference in Hiring: If someone is not hired in the first batch, he/she will be preferred for a job in other collaborating institutions in Pakistan.
- e) Training: All applicants will be given ranks according to their qualification, experience and lecture delivery. If some applicant will not be up to the mark, he/she will be offered Proficiency Courses to overcome his/her weaknesses.
- f) Annual Service Charges: Teachers will be required to pay Rs. 1500/- annually as Service Charges, adjustable against their good performance, the details of which have given below. In the first year, the processing fee will be treated as the Annual Service Charges and no additional payment will be required in the first year. In these charges, the Respondent will provide the following services and facilities to the teachers.

Students Pool

Presently, the Respondent has got a student pool of more than 15,000 students from contractual arrangements with individuals and educational institutions, out

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of which some 8000 have been put in the process of shortlisting. The said pool of students has been planned to reach thousands of students at the end of first year.

Advertisement Services

Teacher's profile will be advertised/made available to students. Teacher's salient results will be provided to the students. Teacher's status will remain active, subject to the fulfilling the teaching policies of the Respondent.

- g) The Respondent will rank all teachers and will evaluate their teaching performance. Every six months, the ranking of the teachers will be done and ranks will be revised.
- h) Teachers will be required to pay Rs. 1500/- annually as Service Charges, adjustable against their good performance, the details of which have given below. In the first year, the processing fee will be treated as the Annual Service Charges and no additional payment will be required in the first year. In these charges, the Respondent will provide the following services and facilities to the teachers:

Earning Policy: The teachers who are going to apply will be ranked according to the policy of the Respondent. After the ranking, the teachers profile will be made visible to the students. Based on the ranking and category, the students will join the class of teachers. However, the Respondent, conceived the project both for the teachers and students and the unique educational venture with the management muscle has been conceived, comprehended and implemented apply and deliver it reducing the cost of education to a mere nullity i.e. reducing educational expenses to single digit (less than 9% of educational costs) with accrued benefits both for the teachers and the students and their families. It may be important to note that the mega educational project of the Respondent, with its associated companies and rich human resource has been designed for all over world, backed by the trans-national management experience of its directors, who already got presence in Europe & Middle East, and abilities and resources to successfully implement & deliver the unique educational project.

2.10 The Respondent stated the project economies for collection of fees @ PKR 499/= from different categories of the students, which are attached as **Annexure-A**. The Respondent mentioned that as to Education & Online education imparting, it could be proved among strange products of Pakistan (the country itself is a mega market of online education), which could be exported & marketed to foreign lands.

2.11 The Respondent has mentioned that the above working of the project economies does include the overseas families to keep the study & statistics on safe side. Moreover, as to the working of associated companies, the following may be submitted:

- a. That as to the system of the answering Respondent company, which is an associated company of American Lyceum (Pvt.) Limited, a limited company duly registered under the Companies Ordinance, 1984. That the company was incorporated with the Securities and

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Exchange Commission of Pakistan under Registration No. 00000016065/20060302. The Certification of Incorporation was granted to the company on 27-03-2006 (copy annexed with the reply). The directors of the company were carrying educational activities since the year 1984, and the following facts are relevant in this regard.

- b. That the Respondent has been established to utilize all the infrastructure, working, expertise, experience, reputation and goodwill in the educational sectors of its associated company i.e. The American Lyceum (Pvt.) Ltd. and establish a unique Online Learning House.
- c. That it may be important to note that the law is to be taken as a whole and not in slices. The Companies Act, 2017 as well as SECP Act & rules made thereunder recognize the concept of associated companies. The Respondent may be a newly incorporated company, but having in its profile all the experience and resources of its sponsors, directors and associated companies as detailed in this reply, who are in educational field for last many decades, having educational institutions in foreign lands have put everything in the basket of the Respondent. Further, the project is online educational project having manageable expenses, while using the very network of the associated companies. In view of the details, the project is neither optimistic nor beyond the reach of the Respondent.

2.12 The Respondent stated that its associated business entities have been conducting business since decades. Some of the business entities / sister concerns have been established in other countries. Such companies /entities/business concerns have spent huge amounts while establishing the educational institutions on foreign lands, and thereby made a great good will as well as acceptability among the student & parents. This working in educational fields has provided venture opportunities for the Respondent. Thus, the Respondent does not run any need to seek funding from locally or internationally. Rather, it is the availability of students, which is the key factor in the Mega Project. Furthermore, it may be important to note that THE KEY FACTOR IN THE MEGA PROJECT IS AVAILABILITY OF STUDENTS READY AND WILLING TO JOIN EDUCATIONAL ACTIVITIES FROM THE PLATFORM OF THE RESPONDENT. The business plan may be submitted as under:

- a. With the revolution in technology, centuries' old educational system also needs to be revolutionized. COVID has made this clear to even those people who were non-believers of online education. The total youth of Pakistan cannot be taught by conventional educational methods. 25 million children are out of school and because of COVID an educational emergency needs to be imposed.
- b. There are number of students who need educational services however, either they cannot go to school or if they go to school they have specific requirements which are not usually fulfilled by schools. Besides healthy students, more than 3 million children are gifted/special children and it is not possible for the majority of those students to attend any formal school. On the other hand there is a lot of teaching talent in Pakistan. However, this talent is wasted that many talented prospective teachers cannot join any formal organization. There are many housewives who could be very good teachers but cannot spare 8 hours a day. So the project is to connect the teaching talent at home to the knowledge seekers at home.
- c. Hiring of huge number of teachers, Training of teachers to teach online, Quality control of teachers, Emotional development of students, as with online education the emotional

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development capabilities may be significantly impacted, Screen time of students, as remain in front of screen for more time is not very much recommended.

2.13 The Respondent stated that it has got a student pool of thousands of students from contractual arrangements with individuals and educational institutions, out of which large portions have been put in the process of shortlisting. The said pool of students has been planned to reach more than 20,000 at the end of first year. The Respondent has rigorous plans to enlarge this pool to cross the psychological data of 40,000 students with extensive and rigorous projection of our educational and teaching facilities.

2.14 The Respondent identified the following four curriculum streams:

- A. British Lyceum - Standard: Pakistani (Text Book Board Curriculum),
- B. British Lyceum - Silver: Oxford approved for teaching in Pakistan,
- C. British Lyceum - Gold: Cambridge, approved for teaching in Pak,
- D. British Lyceum - Platinum, IB and other systems.

There are no geographical limitations in the online education, hence in the first phase the whole of Pakistan is the target market, and students from all over Pakistan can join the Respondent.

2.15 The Respondent submitted that a detailed financial model has been developed to analyze the commercial viability of Respondent's project. After the start of the project, advertisement will be done to register new students as well.

2.16 The Respondent submitted that the Cambridge Global (CG) is a part of the mega project of the Respondent as is displayed from the very website, (www.cambridgeglobal.org.uk) and the following is a brief introduction of the CG: ✓

- a. The CG has been established in the Cambridge, UK - the education hub city, with a very specific aim: to envision, formulate and supply tools, policies and educational content for children residing in the developing countries of the world. To achieve this target, CG has been establishing collaborations and partnerships with entities in the developing world that have similar goals. CG has been developing interactive educational content for kids around 3-10 years of age. At CG we believe early foundation years are cornerstone of future world citizens as well the right age to carve young, inquisitive minds to prepare for future job market. CG's panel includes renowned educationists and technologists who help us steer well towards our designed vision.
- b. **IT Enabler Program:** Schools with no or little IT infrastructure. This program is meant for tier 3 schools that have minimal means for imparting ICT. IT enabler program will help these schools with IT infrastructure to jump start CG's E-school initiative.
- c. **Mentors & Motivators:** CG's MnM program is geared for micro-entrepreneurs, especially women, of all areas, where they are given basic IT training to register kids in vicinity and teach them digitally via E-School tabs.
- d. **Virtual Franchises (VFs):** CG's this program is for housewives and uneducated youth in general, who now, with critical but minimal infrastructure requirements, can open E-

School VFs in their homes and neighborhoods. This will enable surrounding areas kids for digital learning, as well as periodic visits for assessments.

- e. **Emotional Intelligence:** Introduces kids at early ages, to contemporary emotional needs: Illiterate kids working in households: 250000; Out of school kids: 25 million; Kids in madrassas with minimal emphasis on contemporary education: 2 million; Overall literacy rate: 46%.
- f. **Art:** Enabling digitally helps kids learn various motor skills that are needed in early years' foundation. At CG, we do believe digital enabling and inclusion is going to shape this world's citizens future profile.
- g. **All Kids @ Home:** CG initiative is for metropolitan cities of developing countries, where households employing families with kids, for home chores (cooks, maids, drivers, janitors et al) who can now be taught via E-School android tabs.
- h. **Collaboration with British Lyceum:** CG has collaborated with British Lyceum for Subcontinent Region in particular and Asia Region in general. The Respondent will provide teachers to CG, after the selection and profiling of teachers. CG will give preferential status to the teachers shortlisted and nominated by the Respondent to teach online. (The registration certificate and MOU has been attached herewith as **Annexure-B**).

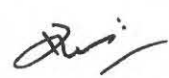
2.17 The Respondent stated that the Institute of the Brain Stormers (Pvt.) Limited is an associated company of the Respondent and also one of the sources of availability of students for the successful completion of the mega project of the Respondent is coming from E-School project, having thousands of students ready and willing to join educational activities from the platform of the Respondent. The Brain Stormers is one of business entities having displayed manifestly at its website and allied products to join hands with the Respondent. This educational entity has spent huge amounts while establishing the system of imparting education on foreign lands as well, and thereby made a great good will as well as acceptability among the student. This working has offered venture opportunities for the Respondent to work freely without any investment from donors. Rather, the availability of students in the Mega Project has been made and pledged by this entity.

2.18 The Respondent stated that American Lyceum Private School LLC, Muscat, Oman is one of the sources of availability of students for the successful completion of the mega project of the Respondent. There are millions of families working in the Middle East, who could join educational activities from the platform of the Respondent. The educational institution is one of business entities having displayed manifestly at its website and allied products to join hands with the Respondent. This educational entity has spent huge amounts while establishing the system of imparting education on foreign lands as well, and thereby made a great good will as well as acceptability among the students. This working has offered venture opportunities for the Respondent to work freely without any investment from donors. Rather, the availability of students in the Mega Project has been made and pledged by this entity. American Lyceum International School provides a stimulating and safe environment for international children.

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Run by a former elementary school teacher (Ms. Mildret), ALIS will be the fun, affordable alternative daycare with the best quality you can find in town. The Respondent seek to stimulate and develop children's problem-solving and reactive thinking skills through staff and child directed activities in our daily actions. The Respondent, could work as market leader in imparting online education to millions of families of the region dwelling in Middle East, Europe, and far East countries. The project requires no robust funding or resources as the state-of-Art working Software House of associated business entities of the Respondent provides all requisite back needed for imparting Online Learning.

- 2.19 The Respondent stated that The American Lyceum Pakistan is among the biggest sources of availability of student-pool for the successful completion of the mega project of the Respondent is coming from the associated company of American Lyceum (Pvt.) Ltd, having dozens of branches working across Pakistan with thousands of students ready and willing to join educational activities from the platform of the Respondent. This associated company is one of business entities having displayed manifestly at its website and allied products to join hands with the Respondent. This educational entity has spent huge amounts while establishing the system of imparting educational on foreign lands as well, and thereby made a great good will as well as acceptability among the student. This working has offered venture opportunities for the Respondent to work freely without any investment from donors. Rather, the availability of students in the Mega Project has been made and pledged by this entity.
- a. Since our founding in 1984 ALIS has continually evolved for the better but our founders' emphasis on challenging the status quo, commitment to middle class, inspiring teachers and highly individualized instruction are values we hold dear today.
 - b. This is an exciting time for American Lyceum International School. In December 2018, American Lyceum International School got the International Award of the Best School in Dubai, UAE. In 2018, we also got the ISO certification and got our SOPs standardized against international Standards.
 - c. We've graduated generations of alumni empowered to forge their own path. And our students learn to respect and consider the viewpoints of others as they work through complex problems. That desire for different thoughts and opinions has steadily grown the diversity of our campus over the decades, giving our students the ability to form meaningful relationships across stereotypical, socio-economic and global divides.
 - d. While we are proud of the history that we've built together, we challenge ourselves to be better tomorrow than we are today, and are constantly looking for ways to further serve our students and community. Lyceum will continue to adjust to fully prepare our graduates for college and for life in a global environment, but our consistent core values will continue to guide us into the future just as they have for the past 90 years.
 - e. Our school has an incredible history. It's long been a place that helps students find their passion in an environment of not only of tolerance and empathy but of true commitment.

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- f. The board's primary functions are to keep the direction right: All implementation, overseeing of day-to-day operations, personnel matters and relationships with constituents are the responsibility of the head and the school's administrative team. The board relies upon the administration to hear and adjudicate any grievances according to the policies found in the staff, parent and student handbook. Advisors are the leaders in their own field of expertise. The Board of Advisors does not serve as a court of appeals.
- g. History: American Lyceum International School (ALIS) is an entity incorporated in the State of Washington, USA under the UBI number 633-3 41-413. ALIS was founded by Engr. C. M. Nadeem Qadri in the year 1984. Since then American Lyceum International School has achieved many milestones and has become the name of trust, pride and performance. Currently, ALIS is having thirty five branches and the number is continuously increasing. We emphasis more on quality than on quantity. We are proud to secure the European Quality Award for the Year 2017.
- h. The Respondent mentioned that currently, ALIS is having dozens of branches and the number is continuously increasing. We emphasis more on quality than on quantity. We are proud to secure the European Quality Award for the Year 2017. The growing number of branches and European Quality Award is the clear manifestation of the trust of the parents of twelve different nationalities registered in the educational program of ALIS. ALIS is following the Leader in Me' program devised by Stephen R. Covey (1932-2012), a distinguished educator, author, businessman and a keynote speaker, He was awarded with the eight honorary doctoral degrees and was recognized as one of the Time Magazine's thirty five most influential Americans. ALIS is affiliated with different accreditation bodies including the University of Cambridge. The local affiliations are also in the basket to cater the area-specific needs. American Lyceum International School is educating its pupil for life. Our job is to polish and multiple the God-gifted skills and talent of students. Let's join hands by facilitating us in fulfilling mission of enabling primary and secondary greatness.

2.20 The Respondent further highlighted that the Royal Lyceum (Private) Limited is also an associated company of the Respondent, is a part of the mega project of the Respondent as is displayed from the very website of the Royal Lyceum, and also one of the bigger sources of availability of students for the successful completion of the mega project of the Respondent is coming from E-School project, having thousands of students ready and willing to join educational activities from the platform of the Respondent. The Royal Lyceum is one of business entities having displayed manifestly at its website and allied products to join hands with the Respondent. This educational entity has spent huge amounts while establishing the system of imparting educational on foreign lands as well, and thereby made a great good will as well as acceptability among the student. This working has offered venture opportunities for the Respondent to work freely without any investment from donors. Rather, the availability of students in the Mega Project has been made and pledged by this entity.

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2.21 That even a cursory reading of the facts associated with the matter make it abundantly clear that various aspects of the project are workable, logical and based on sound business practices.

2.22 The Respondent respectfully prayed that:

- a. the educational project is reasonable workable and within the management & financial potentials of the Respondent and there is no deceptive marketing or lacking reasonable basis as per the documents required and supplied to your office, therefore, the notice under reply may very kindly be vacated, the company may very kindly be allowed to proceed with the project.
- b. the launch of the mega project has made possible due to the referred experience in educational field consisting of many decades & and there is no deceptive marketing or lacking reasonable basis therefore, the notice under reply may very kindly be vacated and the company may very kindly be allowed to proceed with the project.
- c. The nature and modus operandi of the Respondent is quite normal, usual, natural and ordinary in view of the facts and circumstances mentioned above and there is no deceptive marketing or lacking reasonable basis therefore, the notice under reply may very kindly be vacated and the company may very kindly be allowed to proceed with the project.
- d. Clarification of connection between the associated companies and the Respondent is one of that of associated companies as defined by Section 2(4) The Companies Act, 2017 concerning Associated Companies & Associated Undertakings making the mega project workable and there is no deceptive marketing or lacking reasonable basis. Therefore, the notice under reply may very kindly be vacated and the company may very kindly be allowed to proceed with the project.
- e. The Collaboration & Working relationship of the associated companies and the Respondent explained in detail makes it clear that the Online Teaching Facilitation launched has got no deceptive marketing or lacking reasonable basis therefore, the notice under reply may very kindly be vacated and the company may very kindly be allowed to proceed with the project.
- f. The Respondent is one of that of associated companies are providing state of art Online Teaching / educational Services and there is no deceptive marketing or lacking reasonable basis, therefore, the notice under reply is liable to be vacated at priority therefore, the notice under reply may very kindly be vacated and the company may very kindly be allowed to proceed with the project.

2.23 On June 18, 2021, a detailed meeting was conducted at the Respondent's head office in Lahore. In response to the meeting, a letter dated June 22, 2021 requesting the below mentioned documents was written to the Respondent:

- i. Bank statement of the undertaking from start of the project originally endorsed by the respective bank and also signed by the CEO.

A handwritten signature and the initials 'A.A' are present in the bottom right corner of the page.

- ii. The Financial statements including the statement of financial performance (income statement), the statement of financial position (balance sheet), the statement of changes in equity and the cash flow statement on official letter head and signed by the CEO.
- iii. Complete particulars i.e. Names, Addresses and Contact No. of the teachers registered in the project on official letter head properly endorsed by the CEO.
- iv. Complete particulars i.e. Names, Addresses, Contact Nos. and Emails of all the members of the advisory board/ team members/ board of directors of the project on official letter head properly signed by the CEO.
- v. Written submissions of your affiliation with Cambridge Global, UK & Cambridge International.

2.24 The Respondent replied via letter dated June 25, 2021. It was found that the undertaking did not provide information related to item number (iii) in para 2.25 above. The Respondent was again reminded for the above said missing information via letter dated June 29, 2021. The Respondent submitted the list of all the teachers who have applied for the project via letter dated July 03, 2021 but again failed to submit the requested information related to the Contact Nos. and the registered teachers on their payroll. The Respondent was again requested via letter dated August 02, 2021 to submit the below mentioned information:

- i. Complete particulars i.e. Names, Addresses and Contact No. of the teachers, who are currently registered in the project and are being paid by the undertaking, on your official letter head properly endorsed by CEO.
- ii. Signed and stamped copies of the agreements signed between your undertaking and all the members of your board of directors/advisory board.

2.25 The Respondent via letter dated August 09, 2021 requested for extension in time, which was dully granted via letter dated August 11, 2021. The Respondent via letter dated August 25, 2021 again requested for extension in time, which was granted via letter dated August 30, 2021. The Respondent submitted its reply dated September 05, 2021. However, the Respondent submitted the same reply as submitted via letter dated June 07, 2021 except for the text reproduced below:

2.26 The Respondent submitted the minutes of the meeting, and stated that it shows transparent relationship and devotion on part of the members of the board of directors with the project. Further, these resolutions do not leave any point to be incorporated in the agreements. The minutes of the meeting are to be read and understood in the light of the relationships as explained in the Memorandum and Articles of Association of the Respondent.

2.27 On October 11, 2021, a letter requesting the below mentioned information was sent to the Respondent:

- i. Complete particulars i.e. Names, Addresses, Educational qualification and Mobile No. of the teachers, who are currently registered in the online teaching project, and are being paid by the undertaking on its official letter head, endorsed by CEO. Kindly note that the list of teachers already provided by you pertains to only Peco road branch.

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- ii. Complete particulars, i.e. Name, Addresses and Mobile Nos, Copies of educational qualification, experiences and professional certifications (if any) of the board of Directors (i.e. Ms. Sumaira Daud & Mr. Muhammad Farasat Ali).

2.28 The Respondent via letter dated October 18, 2021 requested for extension in time, which was granted via letter dated October 22, 2021. The Respondent submitted its reply dated November 02, 2021 and clarified the point mentioned in para 2.27 (i) above. For point 2.27 (ii) the Respondent again requested for extension in time, which was dully granted via letter dated November 09, 2021. The Respondent made submissions dated November 12 & 17, 2021 and submitted the educational qualification, experience and professional certificates of both the members of the board of directors.

2.29 Furthermore, a letter was sent to the Respondent dated February 01, 2022 wherein clarification was sought regarding certain issues relating to the replies submitted during the course of enquiry. Moreover, a meeting was also held with the attorney of the Respondent on February 10, 2022. After the meeting, a letter dated February 10, 2022 was sent to the Respondent in order to furnish documents/reply pertinent to below mentioned issues:

- i. Some of the cheques submitted by your undertaking has dual stamps i.e. 'British Lyceum Sole Proprietor' and 'British Lyceum (Pvt.) Limited'.
- ii. There is a difference between cheque issuance date and the payment slips' date.
- iii. Hourly payment rate submitted by you in your reply is Rs. 740 per hour for Gold category, but in some of the payment slips hourly payment rate of Rs. 1036 per hour has been charged for the gold category.
- iv. Some of the payment slips are not backed by the cheques issued.
- v. The data of the teachers submitted by your undertaking is incomplete because some of the serial numbers are missing. Moreover, you are directed to send the teachers list in legible font and also send the soft copy of the same on below mentioned email addresses.
- vi. The bank statement submitted by your undertaking is not properly signed and stamped.

2.30 In response to the above, the requisite information was not provided by the Respondent despite a reminder dated March 07, 2022. The Respondent was requested to kindly provide the requisite information on or before March 11, 2022. The Respondent was informed that in case of non-provision of information, the Enquiry Committee will complete its task based on the information already available on record. And also that the non-supply of requisite information attracts an action under the statutory provisions of the Competition Act, 2010. The Respondent has submitted its reply dated March 10, 2022.

2.31 The Respondent submitted for 2.29 (i) ibid that these cheques were issued in two dates i.e. 13-10-2020 and 12-10-2020. It was further stated that the payment to a total of forty one cheques had been made from the Respondent's private limited account. The Respondent accepted that the dual stamp was made by a bonafide mistake. The same issue was pointed by the bank as

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well and was rectified. In response to the issue No. 2.29 (ii) above the Respondent stated that the date mentioned on the payment slip is the date on which the cheques is actually encashed by the drawee. For issue No. 2.29 (iii) the Respondent stated that the payment at the rate of Rs. 1036 was only made to the person named Mr. Shafqat Ghafoor on extraordinary performance as per company policy. For issue No. 2.29 (iv) the Respondent stated that the said amount is reflected in the bank statement on the same date and can be cross checked. For issues No. 2.29 (v) and 2.29 (vi) the Respondent has submitted the missing data of teachers and the properly signed and stamped bank statement.

3. ANALYSIS:

3.1 As mentioned in para 1.4 above, the mandate of this enquiry is to determine whether:

- (i) *the conduct of the Respondent is capable of harming the business interest of other undertakings in, prima facie, violation of Section 10 (2(a)) of the Act?*
- (ii) *the Respondent is disseminating false or misleading information to the consumers that lacks a reasonable basis, related to character, properties, suitability for use, or quality of goods in, prima facie, violation of Section 10 (2) (b) of the Act?*

3.2 It is important here to recall the three claims made by the Respondent i.e.

- (i) *The teachers can earn Rs. 80,000 to Rs. 250,000 per month. (Claim-A)*
- (ii) *Education program worthy of Rs. 3.75 Billion is endorsed by the Cambridge Global. (Claim-B)*
- (iii) *Eminent educationist and technologists on their Board of Directors. (Claim-C)*

3.3 The Enquiry Committee has conducted a fact finding exercise to establish if the marketing practices of the Respondent constitute as a violation of Section 10 of the Act. For this, it has to be determined whether “False” and “Misleading” information has been disseminated through deceptive marketing practices.

3.4 The Enquiry Committee considers that falsehood is determined if certain information contained in oral or written statement is contrary to the truth or fact, and which is not readily open to interpretation. Therefore, any information distributed via marketing campaign can mislead consumers if it is vague in any way or has omitted certain information, even if such a conduct is not deliberate. Consequently, distribution of misleading information is capable of giving a wrong impression with respect to a good or service which could induce a consumer into distorted decision making, hence, causing consumer injury. Therefore, if the Respondent’s conduct is proven misleading, it would amount to deceptive marketing practices in terms of Section 10 of the Act.

3.5 For the purpose of this enquiry, word Consumer will be taken in the meaning of Teachers. Moreover, the Respondent is a private limited company incorporated under Companies Act

2017, providing an online platform for teaching. The alleged service in the instant case is the provision of a teaching platform to the potential teachers through an online education system consisting of online school and tuition, hereinafter referred to as the 'Project'.

3.6 The Project is available at the Respondent's website: <https://www.britishlyceum.com/>. Accordingly, it provides "Online Education from Kindergarten to A Levels, Short Courses and Much More. Alongside Online School, After School Tuition, Ranging From Kindergarten to A Levels". To provide the online school service the Respondent is charging certain fee from teachers amounting to Rs. 995 and annual service fee amounting to Rs. 1500 from teachers. Hence, it is a commercial economic activity by the Respondent. It is pertinent to mention here that the Respondent has also launched its android mobile application in order to provide services to the students and teachers.

3.7 It is pertinent to mention here that in order to be able to provide schooling services in Pakistan, a school has to be registered with the relevant authorities, after fulfilling the prescribed requirements. Likewise, to maintain the quality of education, the teachers have to possess certain relevant qualification. However, there is no specific regulation for online education institutions to obtain private school permits or make filings with competent education authorities, or guidelines to be followed by an undertaking to open/ launch an online school. However, the Competition Commission of Pakistan is mandated to prohibit the conduct of disseminating false or misleading information to the consumers in all spheres of commercial and economic activity.

i. **Whether the Respondent is disseminating false or misleading information to consumers, including the distribution of information lacking a reasonable basis, related to the character, properties, suitability for use, and quality of its products in, prima facie, violation of Section 10 (1) in general and in particular, Section 10 (2) (b) of the Act?**

3.8 To draw an analysis under Section 10 (2) (b) of the Act, the Enquiry Committee considers that the consumer may be taken within the meanings of a user of the teaching platform, which in this case are the potential teachers, to whom the advertisement relates.

3.9 In the following paragraphs, claim-wise analysis of the Respondent's submissions will be conducted:

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Claim – A: The teachers can earn Rs. 80,000 to Rs. 250,000 per month

3.10 The Respondent’s advertisement appeared in Pakistan’s leading Urdu newspaper, having a country-wide circulation, the daily “Jang”, dated August 24, 2020. The image of the said newspaper advertisement is provided hereunder:



3.11 The Respondent in its newspaper advertisement has announced a special package for teachers with a claim that **the teachers can earn Rs. 80,000/- to 250,000/- per month**. The same has been mentioned with an Asterisk, which categorically states on the bottom left corner that the **“terms and condition apply, for detail visit website”**, as shown in the following image:



Here, the Enquiry Committee looked into the following crucial questions:

- a. If the disclaimer on the newspaper advertisement clear and conspicuous, so as not to be deceptive and mislead consumers?

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- b. **If the terms and conditions available on the website? If yes, do these provide full disclosure of 'material information that may be required to the potential consumer for taking a well-informed decision?**
- c. **If the claim true that the teachers can earn Rs.80000/- to 250000/- per month?**

3.12 To explore the answers to the above questions, the available information and the evidence placed before the Enquiry Committee has been analyzed in the light of Section 10 of the Act hereunder.

a. If the disclaimer on the newspaper advertisement clear and conspicuous, so as not to be deceptive and misleading to the consumers?

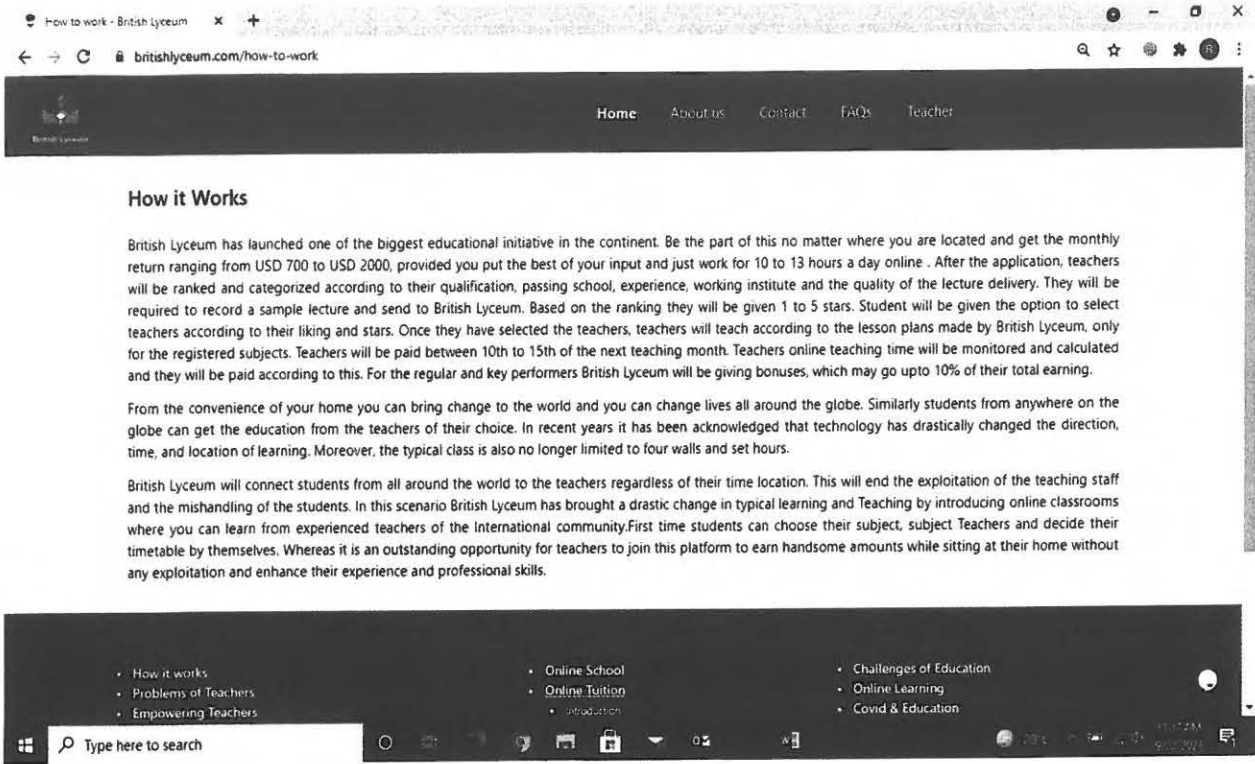
3.13 Regarding the disclaimer, it is noted that the Enquiry Committee considers that the disclosure of qualifying information is necessary to prevent an advertisement from being deceptive. For this purpose, the information should be presented in a clear and conspicuous manner, and preferably be placed 'as close as possible' to the advertising claim, such that the consumers can actually notice it. A fine-print disclosure at the bottom of an advertisement and a disclaimer that is easily missed does not serve the purpose. While evaluating the effectiveness of the disclaimer /disclosure provided in respect of the claim made out by the Respondent, the prominence, presentation, placement, and proximity between the advertising claim and the associated disclaimer/ disclosure is seen by the Enquiry Committee.

3.14 After considering the above, it appears that the Respondent by using fine print and by not placing the disclaimer at an appropriate place has made the disclaimer less noticeable. Hence, the Respondent has disseminated deceptive and misleading information to the consumers in violation of Section 10 of the Act.

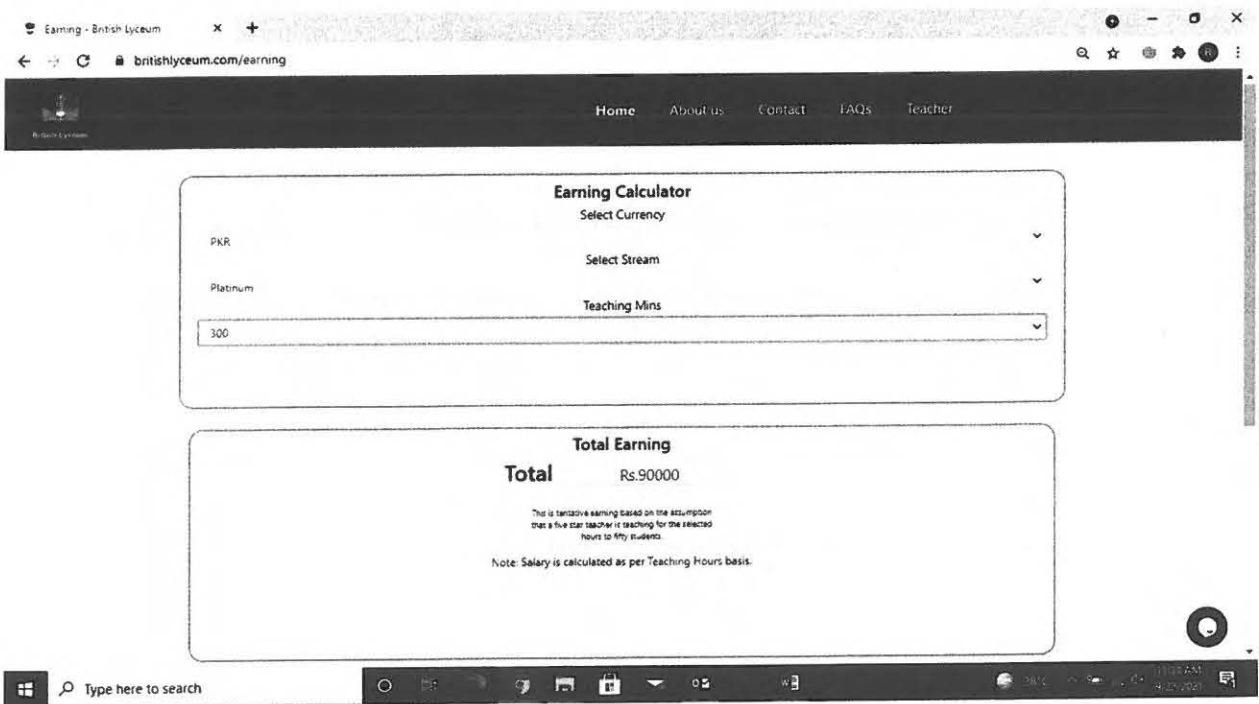
b. If the terms and conditions available on the website? If yes, do these provide full disclosure of 'material information that may be required to the potential consumer for taking a well-informed decision?

3.15 Now turning to the point whether, as per the disclaimer, the terms and conditions are available on the website or not? The Enquiry Committee notes that the website of the Respondent i.e. <https://britishlyceum.com/>, provides heading entitled 'Terms and Conditions', "Terms of Service ("Terms", "Terms of Service"), which govern the use of the website located at <https://britishlyceum.com/>" These do not relate to the terms and conditions for employment of teachers. (Print out of the 'Terms & Conditions' available at: <https://www.britishlyceum.com/alfalah/terms/condition>, is attached as **Annexure-C**) However, while browsing the mentioned website, one can find some information, stating the criteria for selection of the teachers as shown in the screenshot below:

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3.16 Besides the above, the website of the Respondent has an earning calculator based on the condition of 05 star teacher working for selected hours to 50 students, as depicted below:




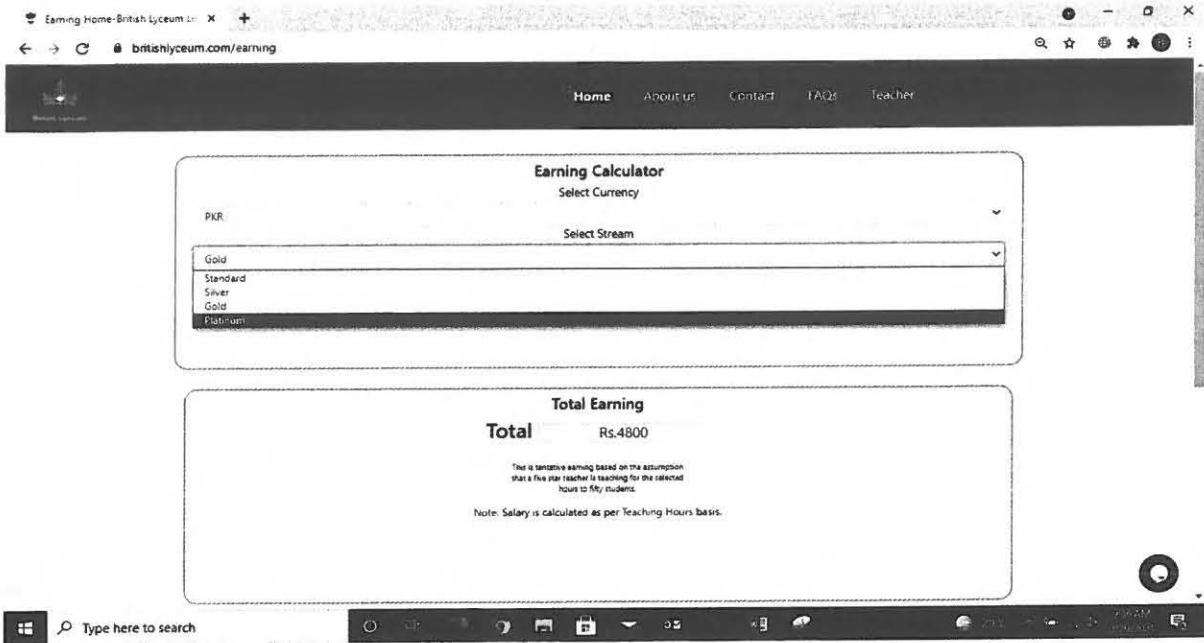
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3.17 It is noted that the website provides information about the Selection process for teachers at the link: <https://britishlyceum.com/selection/teacher>. However, an examination shows that the website does not contain the required and relevant terms and conditions, including maximum number of hours to be taught by the teacher, rate per hour, annual service fee, conditions for adjustment of annual service fee, ranking of teachers, modes and method for payment, and stars allocation mechanism for the payment of the remuneration to the teachers. Therefore, the information provided in the newspaper and the website is partial and not complete. **Furthermore, it is important to mention here that the rate per hour calculated from earning calculator is different from the rate per hour submitted by the Respondent in its submissions.** The payment slips provided by the respondent reveal that none of the teachers has earned the amount in the range i.e. from Rs. 80,000/- to 250,000/-, showing that none of the teachers may have fulfilled the below mentioned criteria as made by the Respondent for Gold and Silver category.

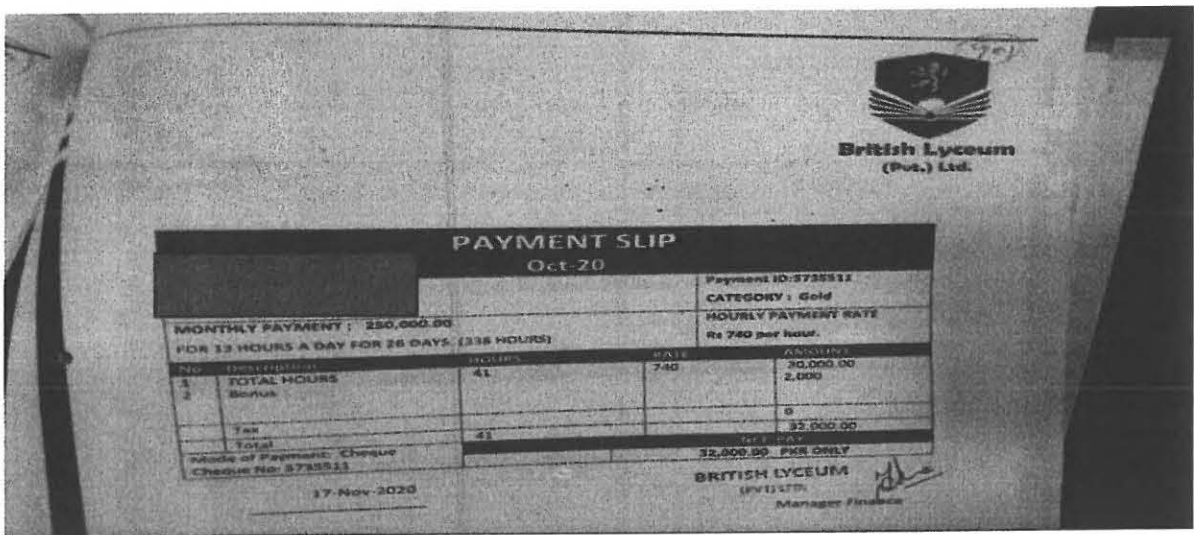
Sr. No.	Category	Criteria	Per Hour Rate (Rs)	Maximum Amount (Rs.)
1.	Standard	Not Defined by the Respondent		
2.	Gold	For 13 hours a day for 26 days (338 Hours)	740	250,000
3.	Silver	For 13 hours a day for 26 days (338 Hours)	237	80,000
4.	Platinum	Not Defined by the Respondent		

3.18 It is pertinent to mention here that the website of the Respondent shows 04 categories of the teachers. However, the documentary evidence provided by the Respondent relates to teachers' remuneration categorized into Gold and Silver only. The remaining two categories have not been defined by the Respondent nor has the website depicted any criteria. The screenshot of the website of the Respondent dated September 29, 2021 is as below:

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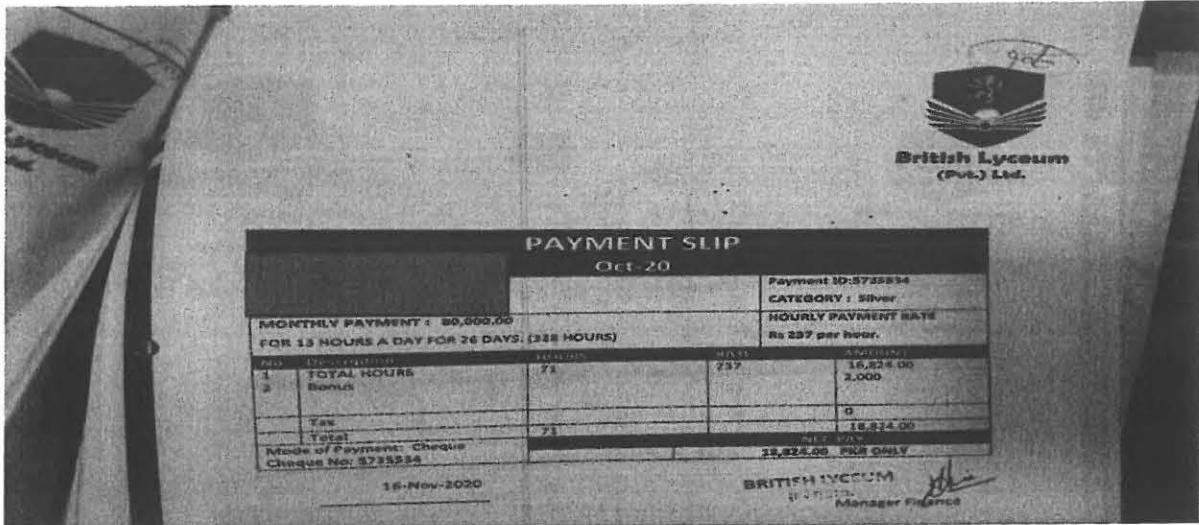


Furthermore, the Respondent has only provided the payment receipts of only the Silver and Gold category teachers. The screenshots of which are depicted below for ease of reference:



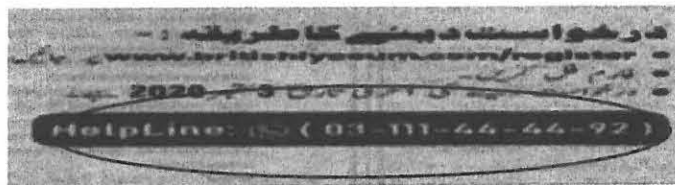
Gold Category

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Silver Category

3.19 In the instant case, the Respondent provided the disclaimer of “terms and condition apply, for detail visit website” but the website of the Respondent is not properly reflective of the exact terms and conditions. The Enquiry Committee considers that the Respondent’s website provides partial information that too has a potential to be deceptive, as telling only half the truth, and to omit the rest or a failure to disclose qualifying information amounts to false representation that creates a misleading impression. The Enquiry Committee noted that the advertisement provides the following Helpline number:



Presumably, a consumer may contact the Helpline to get further information, among others regarding the terms and conditions. However, after several attempts, the Helpline was found not working. Therefore, a consumer is left with no way to access actual terms and conditions.

3.20 While evaluating the advertising representation, the Enquiry Committee looked at the complete advertisement and formulated its opinions on the basis of the net general impression conveyed and not on isolated parts. In this regard, the Respondent’s claim that “The teachers can earn Rs. 80,000 to Rs. 250,000 per month” is most likely to mislead the consumer particularly, teachers into forming a wrong judgment that they can earn Rs. 80,000 to Rs. 250,000. Hence, it can be safely concluded from the overall net general impression of the claim that, the claim made by the Respondent is deceptive in nature and is violating Section 10 of the Act.

3.21 Thus, in light of the above, it can be concluded that the Respondent seems to have been involved in the distribution of false and misleading information to the consumers that lacks a

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reasonable basis related to character, properties, suitability for use, or quality of its services, *prima facie*, in violation of section 10 (1) of the Act in general and 10(2)(b) in particular.

d. **If the claim true that the teachers can earn Rs-80000/- to 250000/- per month?**

3.22 The Respondent has displayed an Asterisk, where this claim has been made, which states in fine print that “Terms and conditions” apply. However, the explicit terms and conditions do not provide sufficient disclosure as discussed in the preceding paras. This Enquiry Committee notes that it is not a sufficient disclosure on the part of the Respondent that the teachers could earn in the range of Rs. 80,000/- to Rs. 250,000/-, to which terms and conditions apply. In fact, by making this claim, the Respondent has set a minimum earning limit of Rs. 80,000/-. Thus, excluding the possibility to earn less than Rs. 80,000/-. The Respondent mentions that: //

“The Respondent offers a minimum of Rs. 80,000 to a teacher for lower classes, interested in online teaching, whose credentials are presented along with the processing fee, evaluated, processed & refined by Respondent and floated to local & international students of online teaching at various grades” (*Emphasis added*)

“The Respondent offers a minimum of Rs. 2,50,000 to an teacher for higher classes including O’ Level & A Levels, interested in online teaching, whose are credentials are presented alongwith the processing fee, evaluated, processed & refined by the Respondent and floated to local & international students of online teaching at various grades” (*Emphasis added*)

3.23 After a careful perusal of the record provided by the Respondent, it was noted that one person namely “Shafqat Ghafoor” got payments of Rs. 87,667/- on 10th March 2021. While cross checking, it was revealed that the name of the said person was not present in any of the lists provided by the Respondent i.e., the list of potential teachers, who applied for the program and the list of teachers on the payroll of the Respondent; nor was this person available in the list of teachers available on the website of the Respondent at: <https://www.britishlyceum.com/teacher/list>. Therefore, this payment cannot be regarded as a payment to a teacher. It is, however, noted that one Shafqat Bhatti is available as teacher but that person is in the standard category and not in the gold category. Considering the above, it is concluded that the payment slips provided by the Respondent reveal that none of the teachers has earned the amount in the range i.e. from Rs. 80,000/- to Rs. 250,000/-. The payment slips of Gold and Silver Categories’ showing the minimum and maximum payments are attached as **Annexure-D**. Therefore, the documentary evidence does not support this claim. Hence, this claim has a tendency to deceive or mislead the consumer. //

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3.24 The Enquiry Committee is of the view that the omission of such material information and the implied impression conveyed through the mentioned claims are of the nature that is likely to be deceptive even for a prudent man/reasonable consumer. In view of the above discussion, advertisement of high earnings, without mention of actual comprehensive terms and conditions, is false and misleading. Hence being deceptive and in violation of Section 10 of the Act in terms of sub-section (1), and clause (b) of sub-section (2). The claim of the Respondent lacks a reasonable basis without mentioning the actual terms and conditions applicable. *

3.25 Furthermore, as mentioned in para 2.29 *ibid* some other discrepancies were also highlighted in the Respondent's reply. After multiple opportunities, the Respondent clarified the issues related to dual stamps on some of the cheques submitted i.e. 'British Lyceum Sole Proprietor' and 'British Lyceum (Pvt.) Limited', difference between cheque issuance date and payment slip date, different hourly payment rate of Rs. 740 per hour and Rs. 1036 per hour in Gold category, some of the payment slips were not backed by the cheques issued, incomplete data of teachers and the bank statement was not properly signed and stamped. It is pertinent to mention here that the name of Mr. Shafqat Ghafoor as mentioned in para 2.31 *ibid* is not present in the list of teachers submitted by the Respondent i.e. the list of teachers applied for the program and the list of teachers on the payroll of the Respondent. *

Claim – B: Education program worthy of Rs. 3.75 Billion is in collaboration with/ endorsed by the Cambridge Global.

3.26 The advertisement of the Respondent containing the claim is depicted below:

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Annexure-A

Chiesi

خوشحال استاد پورا پر خواب

اساتذہ کے لئے خصوصی پیکیج

2,50,000/- - 80,000/-

روپیہ تک ماہانہ آمدنی

3.75

بلیں روپیہ

کی مالیت کا سب سے بڑا تقابلی مشورہ

درخواست کنندہ کو دینے کی شرائط :-

• اگر آپ کوئی بھی مشورہ دیا جائے گا تو اس سے پہلے اس سے رابطہ کریں۔

• آپ روایت کو اپنی وقت ایک گھنٹہ یا اس سے زیادہ تک

• تقریباً ان باتوں پر مبنی ہوگی۔

• اس کے ساتھ ساتھ دیگر مشورہ دہندگان سے رابطہ کریں۔

• دیگر مشورہ دہندگان سے رابطہ کریں۔

• درخواست دہندہ کی آگرمی تاریخ 3 ستمبر 2020 ہے۔

www.britishlyceum.com/register

HelpLine: (03-111-44-44-92)

BRITISH LYCEUM PAKISTAN

www.britishlyceum.com

info@britishlyceum.com

www.facebook.com/britishlyceumpakistan

Registered With Securities & Exchange Commission Of Pakistan
& Federal Board Of Revenue

British Lyceum UK British Lyceum Middle East British Lyceum Pakistan

3.27 To examine the claim, the Enquiry Committee faced with the following questions:

- a. Whether the educational project of the Respondent is in collaboration with/endorsed by the Cambridge Global?
- b. Whether the Project is of the size of Rs. 3.75 billion?

3.28 These questions are explored hereunder.

a. Whether the educational project of the Respondent is in collaboration with /endorsed by the Cambridge Global?

3.29 In respect of the association with the Cambridge Global (CG), the Respondent in its reply submitted that the CG has collaborated with the Respondent for Subcontinent region in particular and Asian region in general. The Respondent will provide teachers to CG, after the selection and profiling of teachers. The CG will give preferential status to teachers shortlisted and nominated by the Respondent to teach online.

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3.30 The Respondent was repeatedly requested to furnish documentary evidence indicating the status of CG and the arrangement made with regard to their association with the proposed mega project announced by the Respondent. The Respondent in its reply submitted the MoU executed with the CG. It was stated that the requisite MoU has been finalized between both the parties, and detailed agreements shall be executed between them within 30 days prior to the conclusion of first year of the MoU. Screen shot of the email correspondence between the CG and the Respondent is depicted below.



MOU FOR MULTINATIONAL BUSINESS OPPORTUNITIES FOR BETTER EDUCATION

This MOU has been finalized between the Cambridge Global Limited, a UK based company, the American Lyceum Private School LLC, a company incorporated in Sultanate of Oman & the British Lyceum (Pvt.) Ltd & American Lyceum Private Limited, both companies incorporated in Pakistan as a result of series of online meetings, and its communication through email by Cambridge Global to other parties would make it concluded MOU, and detailed agreement(s) shall be executed between the parties minimum thirty days prior to the conclusion of first year of this MOU. The material terms are: (a) The Cambridge Global Limited shall engage students of various grades from all over the world for online teaching, and the establishment & infrastructure of the American Lyceum Private School LLC in Middle East, and the American Lyceum in the sub-continent region would be made available for Cambridge Global. (b) The British Lyceum will establish the system of imparting online education, selection & ranking of teachers as per the standards provided by Cambridge Global, and make available required number of teacher for online education. A minimum of five thousand teachers shall be made available by British Lyceum, after prescribed ranking, at completion of first year of MOU. (c) Cambridge Global shall not claim any royalty from British Lyceum for the first year of MOU to provide maximum benefits to the teachers, likewise, the British Lyceum shall not claim anything beyond the salaries of the teachers as per agreed configuration. (d) British Lyceum is free in its educational activities / fee collections from its own student-pool or contractual relationships with individuals, its associates, associated companies & undertakings or individuals. (e) For use of establishment & infrastructure of American Lyceum at Oman & Pakistan, Cambridge Global shall provide free access to its online books, teaching modules, free online teachers' training programmes, educational materials, and school management systems etc. Cambridge Global shall display the credentials of the companies on its website etc. All three companies shall give access to the databases and accounting sheets to Cambridge Global. (f) Cambridge Global, committed with the cause of education, showed leniency on payments to promote education. (g) Parties shall coordinate in case of any confusion or problem.

Agreed & Acknowledged on August 19, 2020.
Helen
 Helen Cairns,
 Senior Manager,
 International Business Development,
 Cambridge Global, UK
 manager-ibd@cambridgeglobal.org.uk

www.cambridgeglobal.org.uk 23-King Street, Cambridge, United Kingdom, CB1 1AH

3.31 The Respondent has submitted that the collaboration and working relationship of the CG and the answering respondent is for online teaching facilitation, and CG is a part of the mega project of the Respondent as is displayed from the website (www.cambridgeglobal.org.uk). Accordingly, the CG has been established in the Cambridge, UK - the education hub city, with a very specific aim: to envision, formulate and supply tools, policies and educational content for children residing in the developing countries of the world. To achieve this target, CG has been establishing collaborations and partnerships with entities in the developing world that have similar goals to aim for. CG has been developing interactive educational content for kids

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of around 3-10 years of age. At CG we believe early foundation years are cornerstone of future world citizens as well the right age to carve young, inquisitive minds to prepare for future job market. CG's panel includes renowned educationists and technologists who help us steer well towards our designed vision.

3.32 Upon analyzing the website of the CG, it was observed that the CG was not only showing its Collaboration with the Respondent but also showing its endorsement with several other renowned schools operating in Pakistan. Screen shot of the website is depicted below:



3.33 In order to verify the facts, the Enquiry Committee deemed it appropriate to confirm from the aforesaid schools about their endorsement from the CG. In this regard, letters were written to different schools, and in response all the schools denied their connection with the CG. The schools reiterated the fact that the said endorsement is without their consent or knowledge. Thus, it shows that the CG is depicting false information on its website with reference to well-established and renowned schools in Pakistan.

3.34 In order to determine the significance and authenticity of the endorsement/collaboration of the CG for the Respondent's Mega Project of Rs. 3.75 billion, the Enquiry Committee deemed it appropriate to look into the profile of the CG. For this purpose, the Companies House register maintained by the United Kingdom's Government was consulted, which is available at: <https://find-and-update.company-information.service.gov.uk/>. This is a portal for finding authentic information from the Companies House register, including the registered office address, filing history, accounts, annual returns, officers, etc.

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3.35 The information about the CG is available at the website: <https://find-and-update.company-information.service.gov.uk/company/12240187>. It shows that the CG was incorporated about 2 years ago on 2 October 2019 with Incorporation No. 12240187. It is a Private Limited Company with Share Capital. Its total Assets are £500k. Sumaira Daud (now Director of BL, Pakistan), and Asfa Nadeem, were appointed as Directors on: 2 October 2019. Both of them resigned on 1 December 2019. On the same date, Heike Eggers, and Helen Willshaw were appointed as Directors, who are still active Directors of the Company. The website further shows that the CG is a dormant company since its incorporation. A “company or association may be ‘dormant’ if it’s not doing business (‘trading’) and doesn’t have any other income, for example investments” (Source: <https://www.gov.uk/dormant-company>). According to the latest Confirmation statements/ Annual returns filed on 1st October 2021, the company maintains the status of dormancy. The relevant documents are attached at (Annexure-E) .

3.36 The Enquiry Committee is of the view that the claim of collaboration with the CG appears to be doubtful because using the name of a dormant company in the advertisement, so as to add credibility in the claim was not only false but misleading as well. Consequent to a deceptive announcement, the innocent teachers and an unemployed class may suffer on the basis of false claims. ✓ X

3.37 Thus, in light of the above, it can be concluded that the Respondent has been involved in distribution of false and misleading information to the consumers that lacks a reasonable basis related to character, properties, suitability for use, or quality of its services, *prima facie*, in violation of section 10 (1) of the Act in general and 10(2)(b) in particular. X

b. Whether the Project is of the size amounting to Rs.3.75 billion?

3.38 The Respondent submitted the following calculations in its reply:

- a. The primary segment of the students total in numbers in Pakistan only are 22,650,010 (the students of other regions are not included), makes eleven billion rupees plus (students $22,650,010 * Rs.499 = 11,302,354,999$) per year.
- b. The secondary segment of the students total in numbers in Pakistan only are 2,884,400 (the students of other regions are not included), makes it two billion rupees plus (students $288440 * Rs.999 = 2,881,515,600$) per year.
- c. There is only a small segment of the O’ level & A’ Level students in Pakistan only (the students of other regions are not included), 23,000 O’ level & A’ Level makes one billion rupees plus

3.39 It appears from the above that the Respondent has used simple arithmetic to multiply the fee with the total number of students in Pakistan. On the basis of this, the Respondent makes the assertion that: **“In view of the size of market, the valuation of the mega project is much higher than Rs. 3.75 billion”**

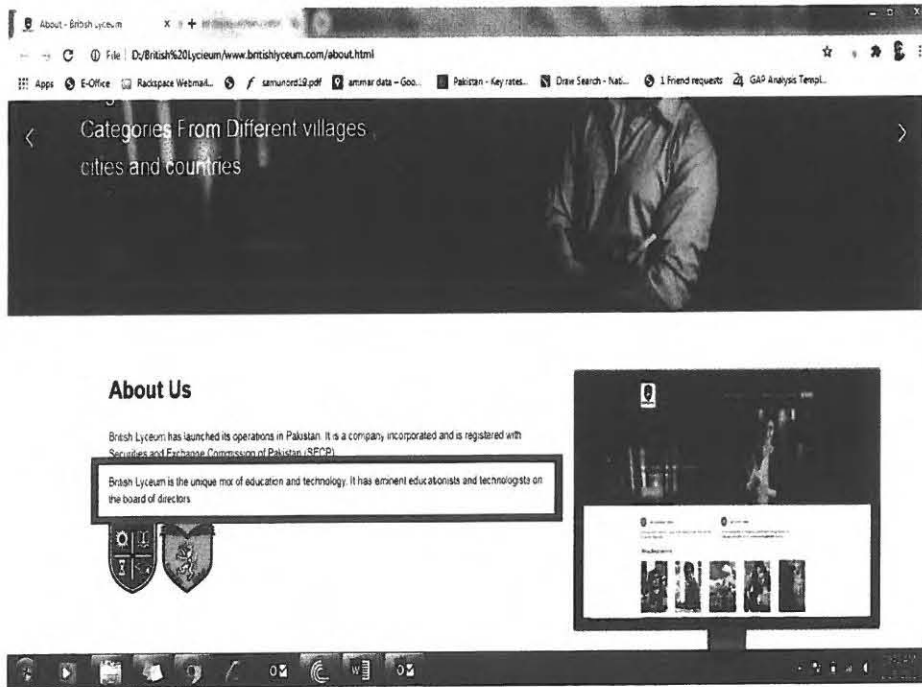
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3.40 Having gone through the explanation furnished and the plea taken by the Respondent, it is evident that the Respondent failed to produce any convincing explanation with regard to its high sounded attractive claims made in the advertisement.

3.41 Thus, in light of the above, it can be concluded that the Respondent has been involved in distribution of false and misleading information to the consumers that lacks a reasonable basis related to character, properties, suitability for use, or quality of its services, *prima facie*, in violation of section 10 (1) of the Act in general and 10(2)(b) in particular.

Claim- C: Eminent educationists and technologists on their Board of Directors

3.42 The Enquiry Committee vide letter dated May 21, 2021, called upon the Respondent to furnish the documentary evidence with regards to the claim, i.e. “*Eminent educationists and technologists on their Board of Directors*” as appearing on its website. The screen shot is reproduced hereunder.

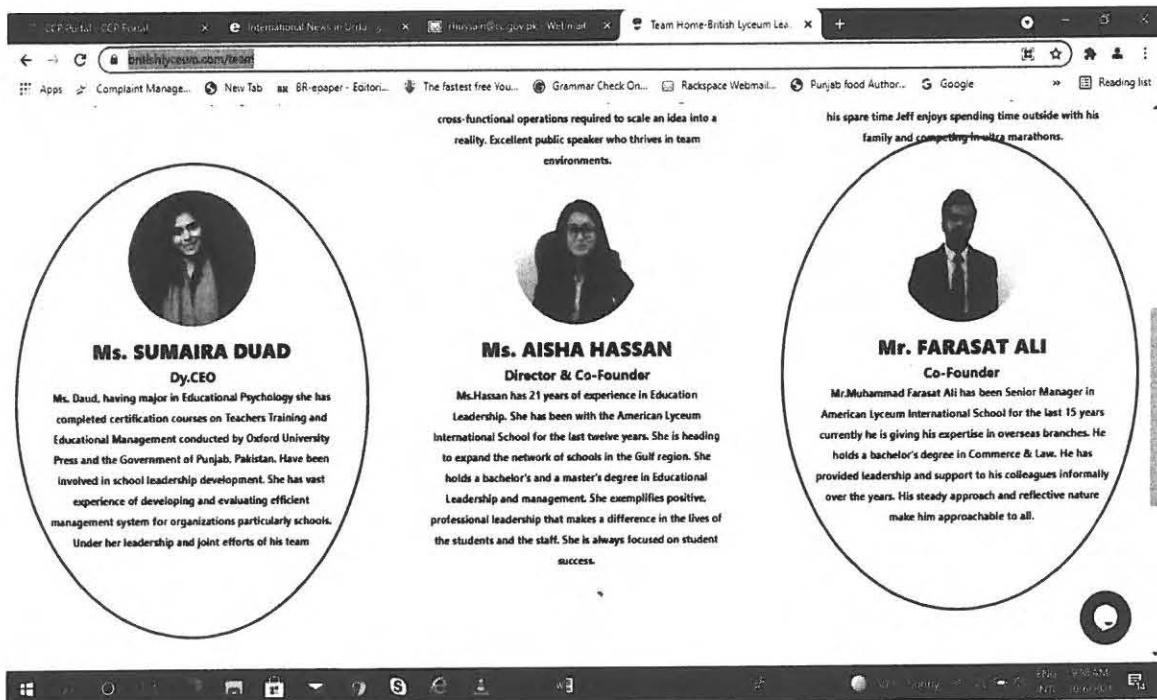


3.43 The Respondent vide letter dated nil submitted that the board’s primary functions are to keep the direction right: all implementation, overseeing of day-to-day operations, personnel matters and relationships with constituents are the responsibility of the head and the school’s administrative team. The board relies upon the administration to hear and adjudicate any grievances according to the policies found in the “staff, parent and student handbook”. Advisors are the leaders in their own field of expertise. The Board of Advisors does not serve as a court of appeals.

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3.44 The Enquiry Committee notes that the Respondent mixed up the Board of Directors with its Advisory Board. Therefore, to ascertain the facts, the Enquiry Committee approached the relevant Regulator of Companies, i.e., the Securities and Exchange Commission of Pakistan (the 'SECP') and requested them via letter dated May 20, 2021 to share details of the Respondent Company, including its Board of Directors. The SECP, vide letter dated May 27, 2021 shared details of the Respondent, which has been given hereunder.

3.45 The SECP in its reply dated May 27, 2021 has confirmed that there are two directors of the Respondent namely, Mr. Muhammad Farasat Ali and Ms. Sumaira Daud. The credentials of the above Directors are mentioned on the Respondent's website, (<https://britishlyceum.com/team>). For ease of reference the relevant screenshot is given hereunder.



3.46 According to the credential appearing on the Respondent's website, the first director, Ms. Sumaira Daud has been working as Dy. Chief Executive Officer of the Respondent. She is having major in Educational Psychology, she holds various certifications of training courses on teacher's training and educational management, conducted by the Oxford University Press and the Government of Punjab, Pakistan. She has been involved in school leadership development and has vast experience in developing and evaluating efficient management systems for organizations particularly schools.

3.47 Regarding the second director, Mr. Muhammad Farasat Ali, it is mentioned on the Respondent's website that he has been working as a senior manager in American Lyceum International School for the last 15 years. He holds a bachelor's degree in Commerce and law.

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3.48 The Enquiry Committee repeatedly requested the Respondent to share the details such as the CVs/ credentials of its board of directors. The Respondent vide two separate letters dated November 15, 2021 and November 19, 2021 submitted copies of educational qualification, experiences and professional certifications of both the directors of the company. The Respondent submitted that both the directors have graduation degree and also have certifications and expertise in the relevant filed. Such information regarding board of directors has also been reflected from the website of the Respondent.

3.49 To analyze the above submissions and the claim “*Eminent educationists and technologists on their Board of Directors*” in light of Section 10 of the Act, it is important to understand the terms ‘*educationist*’ and ‘*technologist*’.

3.50 The term ‘*educationist*’, has been defined in the Cambridge Dictionary² as:

“A person who has a special knowledge of the principles and methods of teaching”

3.51 The term ‘*technologist*’ has also been defined in the Cambridge Dictionary³ as:

“An expert in modern technology, especially technology relating to a particular activity or industry”

3.52 The above definitions suggest that a person is to be known as an educationist, if he/she has special knowledge of the principles and methods of teaching. In Pakistan, various institutes/universities offer graduation and master’s degree in the field of education. The curriculum of Bachelor of Education and Master of Education programs cover such principles and teaching methods, which the students are required to study during the degree program. The summary of the academic qualification (**Annexure - F**) shows that in the instant case, one of the directors, Ms. Sumaira Daud holds a bachelors’ degree in the field of Arts (English Literature, Psychology, and Persian). Therefore, her academic record does not support the claim of having majors in Educational Psychology. Whereas, the other Director, Mr. Farasat Ali holds a bachelors’ degree in Commerce, Therefore, both of them do not relate to the above definitions of educationist and technologist as per the academic qualification.

3.53 While examining the professional experience of the Directors, it appears that the first Director, Ms. Sumaira Daud is working as Academic head and teachers’ training head in the British Lyceum, and in American Lyceum as Teacher, Teacher head, Branch head, Teacher trainer, Franchise head, Academic head and other senior positions. However, the above positions/designations seem to be self-proclaimed in the absence of having relevant academic background. Her certifications in the field of education are short duration certifications, which

² <https://dictionary.cambridge.org/dictionary/english/educationalist>

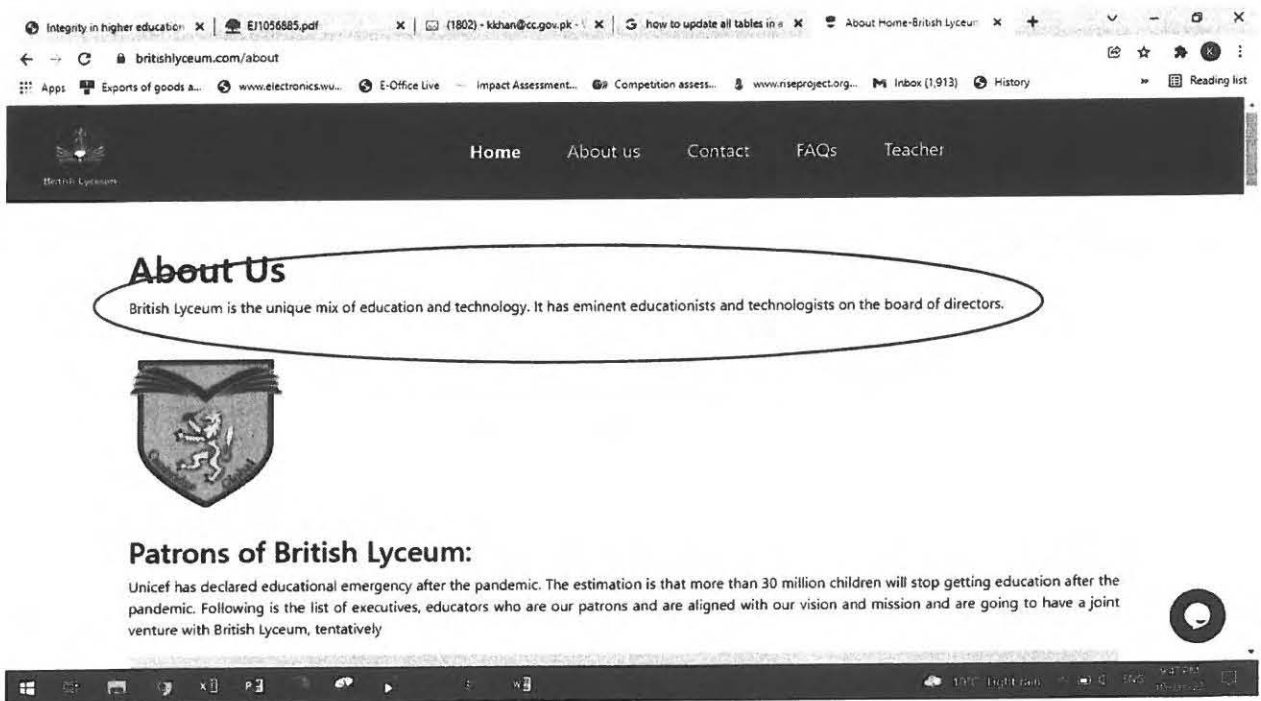
³ <https://dictionary.cambridge.org/dictionary/english/technologist>

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do not seem to confer the titles of educationist and technologist to her. The second Director, Mr. Farasat Ali has worked as 'Recovery Manager, Customer Relationship Officer, Tax Consultant, Legal Consultant, Director Legal, Administrator and Financial Analyst'. Therefore, he has not been involved in the work as an educationist or technologist.

3.54 The definition of 'technologist' suggests that a person is to be known as technologist who is expert in the modern technology or a person who specializes in technology relating to a particular industry. The education and experience certificates submitted by the Respondent do not reflect the relevant specialization/ expertise in the field of technology. Although, the educational project has been started and operated under the leadership of both the directors. However, they do not satisfy the criteria of educationist and technologist.

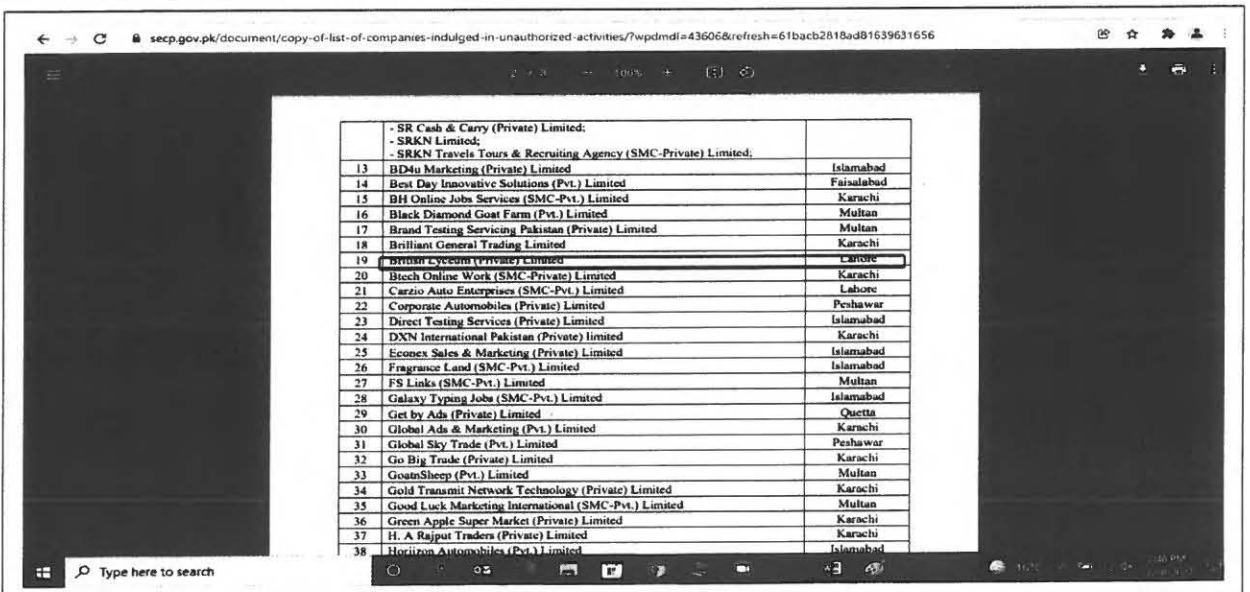
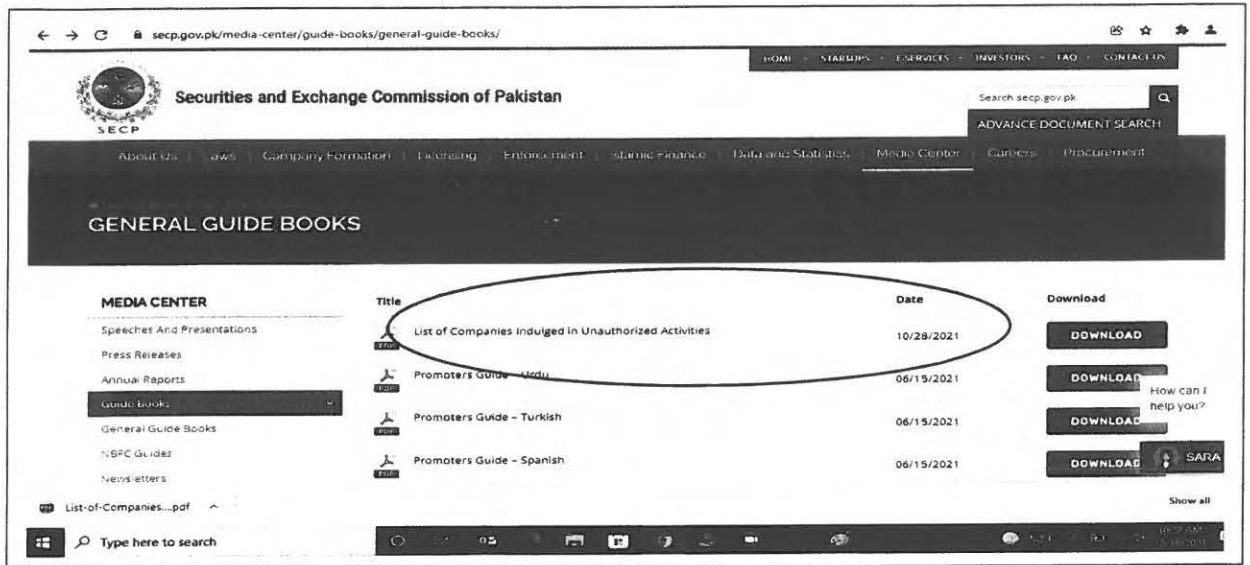
3.55 In view of the above, it can be concluded that the Respondent, in order to attract the general public, has made such claim that is misleading in nature and constitutes, *prima facie*, violation of Section 10 of the Act. It is also pertinent to mention here that after receiving the first letter from the Enquiry Committee, the Respondent removed this claim from its website. However, after some time, the claim was again mentioned as under:



3.56 In context to the above, it is highlighted that the SECP has also initiated legal proceedings against the Respondent for their involvement in unlawful business activities under the relevant provisions of the Companies Act, 2017. Moreover, the SECP has also included the name of

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the Respondent in the list⁵ of companies involved in unauthorized activities. Relevant screen shots are depicted below:-



3.57 As per the analysis presented in Para No. 3.2 to 3.55 of this Report, the Respondent is, *prima facie*, violating Section 10 of the Act through distribution of false and misleading information to the general public especially to the potential teachers. It is noted that the overall environment within which the marketing was done i.e. within the Covid-19 pandemic outbreak, when schools were frequently closed and also there was wide-spread layoffs/ unemployment of school teachers. This further aggravates the adversity of the deceptive marketing.

⁵ <https://www.secp.gov.pk/document/copy-of-list-of-companies-indulged-in-unauthorized-activities/?wpdmdl=43606&refresh=61bacb2818ad81639631656>

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Whether the conduct of the Respondent, prima facie, violation of Section 10 (2) (a) of the Act?

- 3.58 Clause (a) of Section 10 of the Act provides that 'the distribution of false or misleading information that is capable of harming the business interests of another undertaking' shall be deemed to constitute a deceptive marketing practice. Here we point out that any claim, which is either false, misleading or is lacking a reasonable basis would give the claiming undertaking a competitive edge over the other undertakings. Hence, the actual deception and the actual loss need not to be shown. It is sufficient to establish that the advertisement has the tendency/potential to deceive, and the capacity to mislead. The Respondent's claim in the advertisement has the tendency to mislead the consumers, and may induce consumer to take a decision based upon the claims made in the Advertisement.
- 3.59 That the Respondent's concealment of full terms and conditions of the employment, and there being no policy available tends to be misleading. Incomplete information and/or non-disclosure of full information amounts to deception, and is prohibited under Section 10(2) (b) of the Act. The Respondent has been disseminating half information, and concealed the rest that was relevant for the consumers, which is misleading and therefore, anticompetitive.
- 3.60 That the Respondent has failed to substantiate its claims, which appeared in the advertisement. Instead, the Respondent has only made unsubstantiated statements with reference to its marketing practices for not violating Section 10 of the Act.
- 3.61 That not providing any policy documents or terms and conditions itself substantiates that the claim was false. There is no such written policy or terms and conditions available for consumer. Here the issue is that the consumer is not communicated with full information. Full and clear information pertaining to applicable terms and conditions has been omitted and the qualifying information was not available for ordinary consumer to make an informed decision.
- 3.62 Similarly, where there is a notion of harm caused to the general public at large through deceptive marketing practices, there is a possibility of harm being caused to other undertakings engaged in the business of similar online educational platforms. Therefore, in view of the above, the Respondent is found distributing false and misleading information that is also capable of harming the business interest of other undertakings, *prima facie*, in violation of Section 10 (1) of the Act, in terms of Section 10 (2) (a) of the Act.
- 3.63 As per the Hon'able Lahore High Courts direction in *Writ Petition No. 9518/2009 titled LPG Association of Pakistan vs. Federation of Pakistan*, a "spillover effect" of the Respondent's alleged deceptive marketing has to be identified. It is highlighted that a spillover effect will be demonstrated if the effects of any alleged violation of Section 10 of the Act carry over the territorial limits of provinces. The advertisements circulated through print media of high circulation, online or through social media, it is apparent that any consumer, regardless of any province they reside in, can view the advertisements and base their purchasing choice on them. In the present case, the advertisement of the Respondent was published through print media having nation-wide circulation and social media platform i.e. Facebook. Hence, the scope of

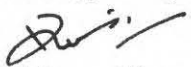
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the advertisement was not restricted to a particular area or province. In fact, it is available to consumers around the country. The advertisement had a nationwide effect because the consumers can access the Facebook from any province.


- 3.64 In view of the above, it can be established that the effect of anticompetitive behavior is spilling over the territorial limits of other provinces.

4. CONCLUSIONS AND RECOMMENDATIONS

- 4.1 In light of the facts, it appears that the conduct of the Respondent amounts to a violation of Section 10 (1) in terms of Section 10 (2) (b) of the Act, which prohibits undertakings from dissemination of false or misleading information to consumers, including the distribution of information lacking a reasonable basis, related to the character, properties, suitability for use, or quality.
- 4.2 In light of the facts and after a careful analyses of the information, documents and materials collected in the case under report, this Enquiry Committee concludes that the conduct of the Respondent, *prima facie*, has the potential to cause confusion among consumers through dissemination of false and misleading information related to character, properties and quality of its services via claims of “*The teachers can earn Rs. 80,000 to Rs. 250,000 per month, Education program worthy of Rs. 3.75 Billion in collaboration with/ endorsed by the Cambridge Global, and Eminent educationists and technologists on their Board of Directors.*”, in violation of Section 10(1) of the Act, in terms of Section 10 (2) (b) of the Act.
- 4.3 In view of the analysis, it can also be concluded that the conduct of the Respondent, *prima facie*, through dissemination of false or misleading information, has the potential to inflict harm on the business interest of other undertakings, in violation of Section 10 (1) in terms of Section 10 (2) (a) of the Act.
- 4.4 The deceptive marketing practices have a direct impact on the public at large. It is in the interest of the general public that the undertakings should be stopped to advertise their services in an unfair and misleading manner, and be encouraged to resort to transparent advertising practices, which provide consumers with true and correct information.
- 4.5 In view of the above, the Respondent has, *prima facie*, entered into deceptive marketing practices thereby violating the provisions of Section 10 (1) in terms of Section 10 (2) (a) & (b) of the Act. Therefore, it is recommended that, in the interest of the public at large, proceedings may be initiated against M/s. British Lyceum (Pvt.) Ltd. under the provisions of Section 30 of the Act for, *prima facie*, violation of Section 10 of the Act.


Kishwar Khan
Director General
(Enquiry Officer)


Faiz ur Rehman
Deputy Director
(Enquiry Officer)


Amin Akbar
Management Executive
(Enquiry Officer)

middle east, and abilities and resources to successfully implement & deliver the unique educational project.

4. That as to monthly earnings by teachers between Rs. 80,000 to Rs. 2,50,000 , may appear very robust in local national perspective, but the online educational mega project of the British Lyceum (Pvt.) Ltd has not been designed for Lahore or Pakistan only and the same has been conceived in international perspective. The students here in Pakistan are paying thousands and thousands of rupees per hours separately for different subjects: the tables below may lead to correct inference, thus, there is no deceptive marketing on the part of the company;

Project economies I

Online Teaching Monthly Salaries	Amount in US Dollars	Amount in Omani Riyal	Amount in Saudi Riyal	Amount in UK Pound Sterling
The British Lyceum (Pvt.) Ltd offers a minimum of Rs. 80,000 to an teacher for lower classes, interested in online teaching, whose are credentials are presented alongwith the	Fee to be collected from students of US geographical locations would naturally be	Fee to be collected from students of Omani locations would naturally be required in	Fee to be collected from students of Saudi Arabia or Middle East	Fee to be collected from students of European locations would naturally

<p>processing fee, evaluated, processed & refined at British Lyceum (including online teaching courses launched by British Lyceum, if needed), and floated to local & international students of online teaching at various grades</p>	<p>required in US Dollars, and Conversion @ Rs. 163 per Dollar: US \$ 490.79 only</p>	<p>Omani Riyals, Conversion @ Rs. 419 per Omani Riyal : 190.93</p>	<p>locations would naturally be required in that currency. i.e. Saudi Riyal Conversion @ Rs. 43 per Saudi Riyal : 1860.46</p>	<p>be required in UK Pound or Euro, i.e. Conversion @ Rs. 210 per UK Pound Sterling : 380.95</p>
<p>The British Lyceum (Pvt.) Ltd offers a minimum of Rs. 2,50,000 to an teacher for higher classes including O' Level & A Levels, interested in online teaching, whose are credentials are presented alongwith the processing fee, evaluated, processed & refined at British</p>	<p>Fee to be collected from students of US geographical locations would naturally be required in US Dollars, and Conversion</p>	<p>Fee to be collected from students of Omani locations would naturally be required in Omani Riyals, Conversion @ Rs. 419</p>	<p>Fee to be collected from students of Saudi Arabia or Middle East locations would naturally be required</p>	<p>Fee to be collected from students of European locations would naturally be required in UK Pound or Euro, i.e.</p>

teaching courses launched by British Lyceum, if needed), and floated to local & international students of online teaching at various grades	per Dollar: US \$ 1533.74 only	Riyal : 596.65	Riyal Conversion @ Rs. 43 per Saudi Riyal : 5813.95	@ Rs. 210 per UK Pound Sterling : 1190.95

5. That it may be important to note that only the primary segment of the students total in numbers in Pakistan only are 22,650,010 (the students of other regions are not included), makes eleven billion rupees plus (students 22.650.010 * Rs.499-11,302,354,999) per year. It may be reminded that the introductory fee structure of The British Lyceum is nothing less than a free offer, in view of the fact that ordinarily poor parents give pocket money to kids more than the monthly fee introduced by the applicant. Thus, there is no deceptive marketing on the part of the company.

Project economies II

Availability of Teachers	Each Class for two hours & number of students is	Fee per student	Availability of funds with British Lyceum for
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	minimum 35		business operations & teacher salaries
Two hours Online Teaching	One class of lower grade (35 students)	Minimum fee of Rs. 499	Rs.17,465
Four hours Online Teaching	Two classes of lower grade (70 students)	Do	Rs.34,930
Six hours Online Teaching	Three classes of lower grade (105students)	Do	Rs. 52,392
Eight hours Online Teaching	Four classes of lower grade (140 students)	Do	Rs. 69,860
Ten hours Online Teaching	Five classes of lower grade (175 students)	Do	Rs. 87,325
Twelve hours Online Teaching	Six classes of lower grade (210 students)	Do	Rs. 1,04,790

Teachers	hours & number of students is minimum 35		funds with British Lyceum for business operations (being online teaching project, the operating costs are just nominal as there are no building rents and utilities) & teacher salaries
Two hours Online Teaching	One class of Middle grade (35 students)	Minimum fee of Rs. 699	Rs.24,465
Four hours Online Teaching	Two classes of Middle grade (70 students)	Do	Rs.48,930
Six hours Online Teaching	Three classes of Middle grade (105students)	Do	Rs. 73,395
Eight hours Online Teaching	Four classes of Middle grade (140 students)	Do	Rs. 97,860
Ten hours Online	Five classes of	Do	Rs. 1,22,325

Teaching	Middle grade (175 students)		
Twelve hours Online Teaching	Six classes of Middle grade (210 students)	Do	Rs. 1,46,790

6. That as to Education & Online education imparting, it could be proved among strange products of Pakistan (the country itself is a mega market of online education), which could be exported & marketed to foreign lands due to the following reasons:

- a. Whereas the federal government mostly assists in curriculum development, accreditation and in the financing of research and development. Article 25-A of Constitution of Pakistan obligates the state to provide free and compulsory quality education to children of the age group 5 to 16 years.
- b. "The State shall provide free and compulsory education to all children of the age of five to sixteen years in such a manner as may be determined by law".^[3] The education system in Pakistan^[4] is generally divided into six levels: preschool (for the age from 3 to 5 years), primary (grades one through five), middle (grades six through eight), high (grades nine and ten, leading to the Secondary School Certificate or SSC), intermediate (grades eleven and twelve, leading to a Higher Secondary School Certificate or

TERMS AND CONDITIONS

B

1-Introduction

Welcome to British Lyceum ("Company", "we", "our", "us")!

These Terms of Service ("Terms", "Terms of Service") govern your use of our website located at <https://britishlyceum.com/> (together or individually "Service") operated by Lyceumgroup. Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages. Your agreement with us includes these Terms and our Privacy Policy ("Agreements"). You acknowledge that you have read and understood Agreements, and agree to be bound of them. If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at accounts@britishlyceum.com so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

2-Communications

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at accounts@britishlyceum.com.

3-Purchases

If you wish to purchase any product or service made available through Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information. You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

5. Refunds

We issue refunds for Contracts within 24 hours of the original purchase of the Contract.

6. Content

Content found on or through this Service are the property of British Lyceum or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

7. Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- 0.1. In any way that violates any applicable national or international law or regulation.
- 0.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- 0.3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- 0.4. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- 0.5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with unlawful, illegal, fraudulent, or harmful purpose or activity.
- 0.6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

8. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

9. No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

10. Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of British Lyceum and its licensors. Service is protected by copyright, trademark, and other laws of and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of British Lyceum.

11. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to accounts@britishlyceum.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims" You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

12. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): 0.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest; 0.2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; 0.3. identification of the URL or other specific location on Service where the material that you claim is infringing is located; 0.4. your address, telephone number, and email address; 0.5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; 0.6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. You can contact our Copyright Agent via email at accounts@britishlyceum.com.

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16. Limitation Of Liability

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17 Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms. If you wish to terminate your account, you may simply discontinue using Service. All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

18. Governing Law

These Terms shall be governed and construed in accordance with the laws of Pakistan, which governing law applies to agreement without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

19. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

20. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

21. Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision. If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

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**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number 12240187

The Registrar of Companies for England and Wales, hereby certifies that

CAMBRIDGE GLOBAL LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales.

Given at Companies House, Cardiff, on **2nd October 2019**.

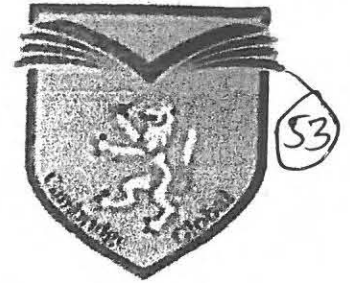
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**THE OFFICIAL SEAL OF THE
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Companies House



MOU FOR MULTINATIONAL BUSINESS OPPORTUNITES FOR BETTER EDUCATION

This MOU has been finalized between the Cambridge Global Limited, a UK based company, the American Lyceum Private School LLC, a company incorporated in Sultanate of Oman & the British Lyceum (Pvt.) Ltd & American Lyceum Private Limited, both companies incorporated in Pakistan as a result of series of online meetings, and its communication through email by Cambridge Global to other parties would make it concluded MOU, and detailed agreement(s) shall be executed between the parties minimum thirty days prior to the conclusion of first year of this MOU. The material terms are: (a) The Cambridge Global Limited shall engage students of various grades from all over the world for online teaching, and the establishment & infrastructure of the American Lyceum Private School LLC in Middle East, and the American Lyceum in the sub-continent region would be made available for Cambridge Global. (b) The British Lyceum will establish the system of imparting online education, selection & ranking of teachers as per the standards provided by Cambridge Global, and make available required number of teacher for online education. A minimum of five thousand teachers shall be made available by British Lyceum, after prescribed ranking, at completion of first year of MOU. (c) Cambridge Global shall not claim any royalty from British Lyceum for the first year of MOU to provide maximum benefits to the teachers, likewise, the British Lyceum shall not claim anything beyond the salaries of the teachers as per agreed configuration. (d) British Lyceum is free in its educational activities / fee collections from its own student-pool or contractual relationships with individuals, its associates, associated companies & undertakings or individuals. (e) For use of establishment & infrastructure of American Lyceum at Oman & Pakistan, Cambridge Global shall provide free access to its online books, teaching modules, free online teachers' training programmes, educational materials, and school management systems etc. Cambridge Global shall display the credentials of the companies on its website etc. All three companies shall give access to the databases and accounting sheets to Cambridge Global. (f) Cambridge Global, committed with the cause of education, showed leniency on payments to promote education. (g) Parties shall coordinate in case of any confusion or problem.

Agreed & Acknowledged on August 19, 2020.

Helen

Helen Cairns,
Senior Manager,
International Business Development,
Cambridge Global, UK.
manager-ibd@cambridgeglobal.org.uk



D



British Lyceum
(Pvt.) Ltd.

PAYMENT SLIP			
Feb-21			
Name : Mr. Sharqat GHAFOR		Payment ID: 5783368	
Title: Freelance Teacher		CATEGORY : Gold	
MONTHLY PAYMENT : 350,000.00		HOURLY PAYMENT RATE	
FOR 13 HOURS A DAY FOR 26 DAYS (338 HOURS)		Rs 1036 per hour.	
No	Description	HOURS	AMOUNT
1	TOTAL HOURS	80	83,334.00
2	Bonus		4,333
	Tax		2333
	Total	80	87,667.00
Mode of Payment: Cheque		NET PAY	
Cheque No: 5783368		87,667.00 PKR ONLY	

10-Mar-21

BRITISH LYCEUM
(PVT.) LTD.

Manager Finance

✉ info@britishlyceum.com

🌐 www.britishlyceum.com

📍 253 G Model Town, Lahore

9/6



British Lyceum
(Pvt.) Ltd.

PAYMENT SLIP				
Oct-20				
Name : Ms. Ghazala HAMEED				Payment ID: 5735545
Title: Freelance Teacher				CATEGORY : Gold
MONTHLY PAYMENT : 250,000.00				HOURLY PAYMENT RATE
FOR 13 HOURS A DAY FOR 26 DAYS. (338 HOURS)				Rs 740 per hour.
No	Description	HOURS	RATE	AMOUNT
1	TOTAL HOURS	24	740	18,000.00
2	Bonus			2,000
	Tax			0
	Total	24		20,000.00
Mode of Payment: Cheque		NET PAY		
Cheque No: 5735545		20,000.00 PKR ONLY		

19-Nov-2020

BRITISH LYCEUM
(PVT) LTD.
Manager Finance

بنك دبي الإسلامي
Dubai Islamic Bank

Dubai Islamic Bank Pakistan Limited
PECO ROAD BRANCH LAHORE

CA 1/100

چیک نمبر
Cheque No. 05735545

تاریخ
DATE 11/11/2020

مخاطب
Pay: Ms. Ghazala

رقم
Rupees: Twenty thousand only

PKR 20,000/-

PK70DU1B0000000630050001
BRITISH LYCEUM PVT LTD

BRITISH LYCEUM
(PVT) LTD.

Do Not Write Below This Line

اول لائن سے نیچے نہ لکھیں

Signature

⑈05735545⑈0130010⑈0000000630050001⑈0000⑈

✉ info@britishlyceum.com

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British Lyceum
(Pvt.) Ltd.

PAYMENT SLIP

Feb-21

Name : Ms. Nazaan hassan		Payment ID:5783376		
Title: Freelance Teacher		CATEGORY : Silver		
MONTHLY PAYMENT : 250,000.00		HOURLY PAYMENT RATE		
FOR 13 HOURS A DAY FOR 26 DAYS (338 HOURS)		Rs 740 per hour.		
No	Description	HOURS	RATE	AMOUNT
1	TOTAL HOURS	49	740	36,571.00
2	Bonus			2,000
	Tax			0
	Total	49		38,571.00
Mode of Payment: Cheque		NET PAY		
Cheque No: 5783376		38,571.00 PKR ONLY		

15-Mar-21

BRITISH LYCEUM
(PVT) LTD.
Manager Finance



British Lyceum
(Pvt.) Ltd.

PAYMENT SLIP

Sep-20

Name : Ms. Rimsha sohall		Payment ID:5696168		
Title: Freelance Teacher		CATEGORY : Silver		
MONTHLY PAYMENT : 80,000.00		HOURLY PAYMENT RATE		
FOR 13 HOURS A DAY FOR 26 DAYS (338 HOURS)		Rs-237 per hour.		
No	Description	HOURS	RATE	AMOUNT
1	TOTAL HOURS	(4)	237	(833.00)
2	Bonus			2,000
	Tax			0
	Total	(4)		1,167.00
Mode of Payment: Cheque		NET PAY		
Cheque No: 5696168		1,167.00 PKR ONLY		

19-Oct-2020

BRITISH LYCEUM
(PVT) LTD.

[Signature]
Manager Finance

info@britishlyceum.com

www.britishlyceum.com

253 G Model Town, Lahore



Companies House

CS01 (ef)

Confirmation Statement

E''

Company Name: **CAMBRIDGE GLOBAL LIMITED**

Company Number: **12240187**



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Company Name: **CAMBRIDGE GLOBAL LIMITED**

Company Number: **12240187**

Confirmation **01/10/2021**

Statement date:

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager,
Judicial Factor

Registered Number 12240187

CAMBRIDGE GLOBAL LIMITED

Dormant Accounts 11

31 October 2020

Balance Sheet as at 31 October 2020

	2020 £
Current assets	
Cash at bank and in hand	500000
Net assets	<u>500000</u>
Issued share capital	
10000 Ordinary Shares of £ 50 each	500000
Total Shareholder funds	<u>500000</u>

STATEMENTS

- a. For the year ending 31 October 2020 the company was entitled to exemption under section 480 of the Companies Act 2006 relating to dormant companies.
- b. The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.
- c. The directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.
- d. These accounts have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on 30 January 2021

And signed on their behalf by:

Heikie Eggrs, Director

NOTES

During the year the company acted as an agent for a person

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Date	Type	Description	View / Download
22 Feb 2022	PSC07	Cessation of Hellen Willshaw as a person with significant control on 6 August 2021	(1 page)
22 Feb 2022	TM01	Termination of appointment of Heike Eggers as a director on 6 August 2021	(1 page)
22 Feb 2022	TM01	Termination of appointment of Helen Willshaw as a director on 6 August 2021	(1 page)
22 Feb	AP01	Appointment of Dr Ernest Faheem as a director on 6	(2 pages)

2022		August 2021	
01 Oct 2021	CS01	Confirmation statement made on 1 October 2021 with no updates	(3 pages)
05 Jul 2021	AA	Accounts for a dormant company made up to 31 October 2020	(2 pages) Download iXBRL (/company/12240187/filing-history/MzMwNjcwNDk4OGFkaXF6a2N4/document?format=xhtml&download=1)
01 Dec 2020	CS01	Confirmation statement made on 1 October 2020 with no updates	(3 pages)
02 Nov 2020	AD03	Register(s) moved to registered inspection location 875 Romfod Road London Romford Road London E12 5JY	(1 page)
02 Nov 2020	AD02	Register inspection address has been changed to 875 Romfod Road London Romford Road London E12 5JY	(1 page)
01 Nov 2020	PSC01	Notification of Hellen Willshaw as a person with significant control on 1 December 2019	(2 pages)
01 Nov 2020	PSC07	Cessation of Asfa Nadeem as a person with significant control on 1 December 2019	(1 page)
01 Nov 2020	AP01	Appointment of Ms Helen Willshaw as a director on 1 December 2019	(2 pages)
01 Nov 2020	TM01	Termination of appointment of Asfa Nadeem as a director on 1 December 2019	(1 page)
01 Nov 2020	TM01	Termination of appointment of Sumaira Daud as a director on 1 December 2019	(1 page)
01 Nov 2020	AP01	Appointment of Ms Heike Eggers as a director on 1 December 2019	(2 pages)
01 Nov 2020	PSC07	Cessation of Sumaira Daud as a person with significant control on 1 December 2019	(1 page)
27 Oct 2020	AD01	Registered office address changed from PO Box CB1 1AH Department 184, 23 King Street Cambridge CB1 1AH United Kingdom to 875	(2 pages)

Romford Road London Uk E12
5JY on 27 October 2020

02 NEWINC **Incorporation** (13 pages)
Oct Statement of capital on 2019-
2019 10-02

- GBP 500,000
- **MODEL ARTICLES -
Model articles adopted**

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Filter officers

Current officers

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5 officers / 4 resignations

FAHEEM, Ernest, Dr

Correspondence address **875 Romford Road, London, Uk, E12 5JY**

Role Active **Director**

Date of birth **December 1969**

Appointed on **6 August 2021**

Nationality **Pakistani**

Country of residence **Pakistan**

Occupation **Educationist**

DAUD, Sumaira

Correspondence address **875 Romford Road, London, Uk, E12 5JY**

Role Resigned **Director**

Date of birth **June 1978**

Appointed on **2 October 2019**

Resigned on **1 December 2019**

Nationality **Pakistani**

Country of residence **Oman**

Occupation **Company Director**

EGGERS, Heike

Correspondence address **875 Romford Road, London, Uk, E12 5JY**

Role Resigned **Director**

Date of birth **April 1969**

Appointed on **1 December 2019**

Resigned on **6 August 2021**

Nationality **British**

Country of residence **Oman**

Occupation **Educational Management**

NADEEM, Asfa

Correspondence address **875 Romford Road, London, United Kingdom, E12 5JY**

Role Resigned **Director**

Date of birth **February 2003**

Appointed on **2 October 2019**

Resigned on **1 December 2019**

Nationality **Pakistani**

Country of residence **Oman**

Occupation **Company Director**

WILLSHAW, Helen

Correspondence address **875 Romford Road, London, Uk, E12 5JY**

Role Resigned **Director**

Date of birth **June 1983**

Appointed on **1 December 2019**

Resigned on **6 August 2021**

Nationality **British**

Country of residence **Oman**

Occupation **Education**

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Summary of Professional Experience and Academic Qualification

Mr. Muhammad Farasat Ali, Director

Professional Experience

Sr. No	Organization	Designation	From	To	Duration
1.	British Lyceum	Head of Legal	August-2020	To date	1 year and 03 Months
2.	American Lyceum	Recovery Manager, Customer Relationship Officer, Tax Consultant, Legal Consultant, Director Legal, Administrator and Financial Analyst	2008	To date	13 years approx.
3.	Bank Alfalah Limited	Internship	November-2007	December-2007	1 Month

Academic Qualification

Sr. No	Qualification/ Certification	Institution	Date of Award
1.	Bachelor of Commerce	University of South Asia, Lahore	August-2008

Certifications

Sr. No	Certification	Institution	Date of Award	Duration
1.	Certificate of Appreciation	Majlis-e-Iqbal	January-2011	01 Day
2.	Certificate of Attendance	National Child Rights Conference	December-2010	02 Days

Ms. Sumaira Daud, Director

Professional Experience

Sr. No	Organization	Designation	From	To	Duration
1.	British Lyceum	Academic head and teachers' training head	August-2020	To date	1 year and 03 Months
2.	American Lyceum	Teacher, Teacher head, Branch head, Teacher trainer, Franchise head, Academic head and other senior positions	2002	To date	19 years approx.

Academic Qualification

Sr. No	Qualification/ Certification	Institution	Date of Award
1.	Bachelor of Arts	University of the Punjab, Lahore	April-1998

Certifications

Sr. No	Certification	Institution	Date of Award	Duration
1.	Certificate of Honor	17 th International Kangaroo Linguistic Contest 2019	April-2021	01 Day
2.	Certificate of Honor	16 th International Kangaroo Linguistic Contest 2019	February-2020	01 Day
3.	Certificate of Participation	South Asia Regional Conference on Child Rights	November-2017	01 Day
4.	Workshop on Oxford Discover	Oxford University Press	February-2017	01 Day
5.	Certificate of Appreciation	Majlis-e-Iqbal	January-2012	01 Day
6.	Certificate of Appreciation	Majlis-e-Iqbal	January-2011	01 Day
7.	Workshop on Cambridge Examination System	Oxford University Press	January-2011	01 Day
8.	Workshop on effective	Oxford University Press	March-2012	02 Days

	teaching through oxford textbooks			
9.	Certificate of Excellence	American Lyceum	April 2011	01 Day
10.	Certificate of Appreciation	Nestle Milo – Champions of Tomorrow	-	01 Day
11.	Certificate of Merit	Circle Institute of Computer Sciences	Oct 2001 to April-2002	06 Months
12.	Certificate of Achievement	Punjab Education Foundation	June 2007 to Dec-2007	06 Months
13.	Certificate of Achievement	Punjab Education Foundation	May 2007	04 Days