

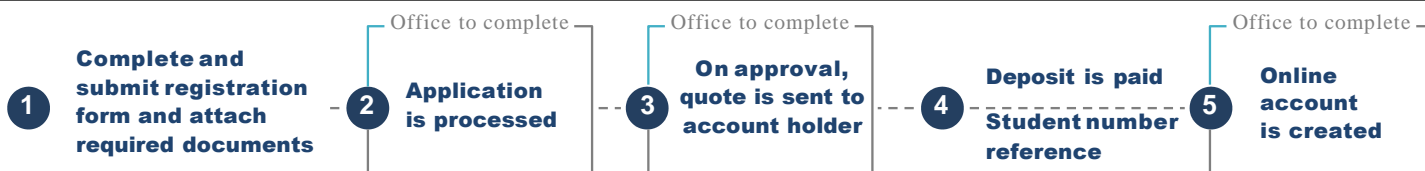
# REGISTRATION FORM



This section applies to the **full program**. If you want to register for individual subjects, please complete the individual subject registration form.

for office use:

Online created <input type="checkbox"/>	File created <input type="checkbox"/>	<input type="checkbox"/> IMPAK _____	Monthly: _____	Student Number <input type="text"/>
Debit order <input type="checkbox"/>	Cash <input type="checkbox"/> EFT <input type="checkbox"/> Full <input type="checkbox"/>	<input type="checkbox"/> EDUC8 _____	Registration: _____	



## 1. Learner

Take note: Only one learner per form

Home language? ☐ Afrikaans ☐ English (English, by default if no option selected)

Full names <input type="text"/>	ID number (required) <input type="text"/>
Surname <input type="text"/>	Type of ID <input type="checkbox"/> SA ID <input type="checkbox"/> Passport <input type="checkbox"/> Other <input type="text"/>
Title <input type="text"/> Initials <input type="text"/>	Copy of ID attached (compulsory) <input type="checkbox"/> Yes <input type="checkbox"/> No
Cell number <input type="text"/> – Compulsory for Grade 10 - 12 candidates	Date of birth <input type="text"/>
E-mail <input type="text"/>	

Physical address		Postal address	
Street <input type="text"/>		Street/ PO Box <input type="text"/>	
Suburb <input type="text"/>		Suburb <input type="text"/>	
City/town <input type="text"/>	Province <input type="text"/>	City/town <input type="text"/>	
Country <input type="text"/>	Postal code <input type="text"/>	Country <input type="text"/>	
GPS Coordinates (optional) (Decimal degree format)	Latitude <input type="text"/>	Province <input type="text"/>	
	Longitude <input type="text"/>	Postal code <input type="text"/>	

Have you registered with Edu-Cor SA before? ☐ No ☐ Yes, student number

Client Signature (full)

Date:

## 2. Account holder – Person responsible for payment

Full names	<input type="text"/>	ID number (required)	<input type="text"/>
Surname	<input type="text"/>	Type of ID	<input type="text"/> SA ID <input type="text"/> Passport <input type="text"/> Other <input type="text"/>
Title	<input type="text"/>	Initials	<input type="text"/>
Cell number	<input type="text"/>	Fax	<input type="text"/>
Alternative number	<input type="text"/>	Where did you learn about Edu-Cor SA?	<input type="text"/>
E-mail	<input type="text"/>	All financial correspondence will be sent to this e-mail address.	

Physical address		Postal address	
Street	<input type="text"/>	Street/ PO Box	<input type="text"/>
Suburb	<input type="text"/>	Suburb	<input type="text"/>
City/town	<input type="text"/>	City/town	<input type="text"/>
Country	<input type="text"/>	Country	<input type="text"/>
Province	<input type="text"/>	Province	<input type="text"/>
Postal code	<input type="text"/>	Postal code	<input type="text"/>

## 3. Legal guardian

Same person as account holder? ☐ No ☐ Yes – You do not need to complete this section.

Full names	<input type="text"/>	ID number	<input type="text"/>
Surname	<input type="text"/>	Type of ID	<input type="text"/> SA ID <input type="text"/> Passport <input type="text"/> Other <input type="text"/>
Title	<input type="text"/>	Initials	<input type="text"/>
Cell number	<input type="text"/>	Fax	<input type="text"/>
Alternative number	<input type="text"/>	Important academic communication and notices will be sent to this e-mail address.	
E-mail	<input type="text"/>		

Physical address		Postal address	
Street	<input type="text"/>	Street/ PO Box	<input type="text"/>
Suburb	<input type="text"/>	Suburb	<input type="text"/>
City/town	<input type="text"/>	City/town	<input type="text"/>
Country	<input type="text"/>	Country	<input type="text"/>
Province	<input type="text"/>	Province	<input type="text"/>
Postal code	<input type="text"/>	Postal code	<input type="text"/>

## 4. Grade selection

<input type="checkbox"/> GRADE R	<input type="checkbox"/> GRADE 4	<input type="checkbox"/> GRADE 7	<input type="checkbox"/> GRADE 10
<input type="checkbox"/> GRADE 1	<input type="checkbox"/> GRADE 5	<input type="checkbox"/> GRADE 8	<input type="checkbox"/> GRADE 11
<input type="checkbox"/> GRADE 2	<input type="checkbox"/> GRADE 6	<input type="checkbox"/> GRADE 9	<input type="checkbox"/> GRADE 12
<input type="checkbox"/> GRADE 3			

Monthly service fees: \_\_\_\_\_

Registration: \_\_\_\_\_

## 5. Payment method – Section must be completed by account holder

Use your student  
number as  
payment reference

Select **one** of the three payment methods: (R1000 Annual registration.)

<b>A</b>	<b>Once-off payment</b>	Immediate full payment as per quote. 10% discount granted. Payment must be made via EFT/bank deposit.	Total excl. disc: _____
<b>B</b>	<b>Monthly payment via EFT/bank deposit</b>	Client pays monthly instalment. R1000 Annual registration. Installments, as per accepted quote. First instalment: Month registration (earliest January); last instalment: December.	
<b>C</b>	<b>Monthly Edu-Cor SA-administered debit order</b>	Edu-Cor SA sets up an automatic debit order. R1000 Annual registration. First instalment: Month of registration (earliest January); last instalment: December. Debit order date: <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 25 <sup>th</sup> <input type="checkbox"/> last day	Debit amount: _____ <b>OFFICE USE</b>

### General terms:

- Banking details and reference used for payments must be as per quote/invoice, or risk change in quotation.
- No cheques accepted.
- Payment of quotation constitutes agreement in terms of the number of instalments, the amount and the start date.
- Payments are made in advance; billing is done on the **24<sup>th</sup>** of each month for the following month or working day prior
- 5% Past due payment interest will automatically be added on all outstanding invoices on the **3<sup>rd</sup>** of each month.
- R150 will be charged on all returned debit orders and will be debited on your next invoice
- R1 will be charged for B&W copies and R4 for color copies, this will be added and debited from your account on your next debit date.

**ALL PAYMENTS ARE FINAL AND NOT REFUNDABLE**

### A: Once-off payment (get 10% discount)

☐ I prefer to do a one-off payment and receive my 10% discount

Date: YYYYYYYY / MMMM / DDDD

Signature: Account holder (full)

or

### B: Monthly EFT/bank deposit

**Deposit required with registration**

☐ I prefer to pay my account monthly. I hereby give permission that a credit check may be done, if required. I also confirm that I am responsible for all payments described in this document and that payment must be made on or before the 1<sup>st</sup> of each month.

Date: YYYYYYYY / MMMM / DDDD

Signature: Account holder (full)

or

### C: Monthly Edu-Cor SA-administered debit order

**Deposit required with registration**

☐ I prefer to pay my account monthly via an Edu-Cor SA-administered debit order.

#### General information:

- Bank charges of R150 are charged on returned debit orders. **these charges will automatically be added to your next debit date.**
- Accounts are debited on the twenty-fifth (1<sup>st</sup>, 15<sup>th</sup>, 25<sup>th</sup>, or Last day) of each month, with reference ECSA.
- If the approval process is completed by the twentieth (20<sup>th</sup>) of the current month, the first debit order is raised in the current month. If not, the first payment will be the month thereafter.
- A debit order cancellation request must be received in writing before the twentieth (20<sup>th</sup>) of the current month to cancel the debit order for the next month.

#### Debit order account details:

Account holder

Bank

Branch

South African branch ☐ Yes ☐ No

Debit date:

Account number

Type of account ☐ Transmission ☐ Savings ☐ Cheque

Branch code

Monthly Debit amount:

I hereby request and authorize Edu-Cor SA (Pty) Ltd ("Edu-Cor SA") to deduct from my account with the above-mentioned bank (or any other bank or branch to which I may transfer my account) the monthly instalment set out above or any variable amount pertaining to this agreement and/or registration form. In the event that the payment date falls on a weekend or public holiday, I agree that the monthly instalment may be deducted on the first business day preceding the payment date. If there are insufficient funds in my account to honor the monthly instalment/s, I hereby authorize Edu-Cor SA to track my account and re-present the debit order for payment as soon as sufficient funds are available in my account.

If for any reason at all the monthly instalment/s have not been deducted or have been returned unpaid, I authorize Edu-Cor SA to immediately deduct from my aforementioned account any such unpaid amounts. I understand that I shall not be entitled to a refund of amounts deducted while this mandate is in force, and while the amounts are still legally owing to Edu-Cor SA. I agree that this mandate may only be cancelled by myself upon provision of 20 (twenty) days written notice to Edu-Cor SA. Edu-Cor SA may cede/assign this mandate to any third party if the agreement is also ceded/assigned to that third party. In the absence of such cession/assignment of the agreement, this mandate may not be ceded/ assigned to any third party.

Signature: Account holder (full)

Date: YYYYYYYY / MMMM / DDDD

## Critical enrolment information

Read the information below before registering for Grades 10 – 12.

**Take note:** A computer or laptop with internet access and a reliable e-mail address are essential for learners in the FET Phase as e-mail is Edu-Cor SA's primary means of communication.

### Entrance examinations:

Edu-Cor SA reserves the right to request that a learner writes an entrance examination to confirm that they comply with the admission requirements.

### Provisional approval:

If a final report from the previous grade is not available, an application will only be accepted provisionally until a successful and valid final report is submitted to Edu-Cor SA. The due date for submitting a final report is the end of February. If the parent/guardian fails to submit a successful and valid final report, the learner's registration may be cancelled. Preliminary approval is granted at Edu-Cor SA's discretion. After February a final report is required.

### Statutory rules for subject choices:

At Edu-Cor SA, we offer the Academic (General) pathway in the FET Phase, which comprises Grades 10 to 12. This pathway requires the completion of seven subjects: four compulsory and three electives.

- The same language may not be offered as Home Language and First Additional Language.
- Mathematics and Mathematical Literacy may not be taken together. Learners must select one or the other.
- Consumer Studies and Hospitality Studies may not be taken together. Learners may select one or the other.
- Mathematics is compulsory with Accounting and Physical Sciences.

### Subject changes:

All subject changes must be approved before the quotation will be sent. For approval the parent/guardian is required to provide a letter of motivation explaining the reason for the subject change. The letter must include: Learner's full names and ID number, a thorough motivation and a program outlining the program to be followed and indicating how the subject content for the previous grade will be covered. Approval of any subject change is at Edu-Cor SA's discretion.

- A Grade 10 learner may make a maximum of two subject changes on or before 27 June and the payment cut-off date is 29 June of the academic year.
- A Grade 11 learner may make two subject changes on or before 28 March and the payment cut-off date is 30 March of the academic year.
- No subject changes are allowed in the Grade 12 academic year.

### Registration and payment cut-off dates:

- Grade 10 applications must be submitted by 27 June each year, and payments must be finalized by 29 June each year.
- Grade 11 applications must be submitted by 2 May each year, and payments must be finalized by 4 May each year.
- Grade 12 applications must be submitted by 15 February each year, and payments must be finalized by 21 February each year.

After the initial cut-off dates an official term report is required showing their progress up to their registration at Edu-Cor SA until 31 August.

Should the learner be unable to provide an official report showing their progress up to their registration at Edu-Cor SA, the learner is required to catch up any work missed for the grade/year. (Not applicable for Grade 12.)

All examinations are written according to a set timetable. No extension is granted for any examinations missed.

Additional requirements are applicable for Grade 12 registrations.

### Taking more than seven subjects:

If a learner wants to take more than the required seven subjects, they must complete all the required work, including portfolio work, from Grade 10. The learner must pass each additional subject before they will be allowed to continue with that subject in the next grade.

If a learner has already passed Grade 12, additional subjects are allowed. The Grade 10 and 11 materials for the subjects must be acquired and worked through to give the learner an understanding of each subject's fundamental principles. However, it is not a requirement for learners to formally complete Grades 10 and 11 in the said subject through Edu-Cor SA.

**Refer to Edu-Cor SA's website (<http://www.educorsa.co.za>) for more detailed critical enrolment information and information on:**

- Subjects taken through another institution
- Additional costs – Grade 12
- Examination requirements
- Grade 12 NSC Final Examination
- Marking and submission of assessment components
- Orals
- Concessions

Management initial: \_\_\_\_\_ Account holder initial: \_\_\_\_\_

## 6. Standard Agreement (GM Business Holdings (Pty) Ltd.) T/A Edu-Cor SA – Terms and Conditions (1/3)

1. GM Business Holdings (Pty) Ltd, trading inter alia as Edu-Cor SA, is a private company that sells educational Products and Services (which can be utilized in conjunction with private and independent services offered by third parties, such as Tutors), and which include but are not limited to educational programs and modules, study material, exams, assignments and support and administration Services (hereinafter referred to as the “Products” and “Services”).
2. For the purposes of this agreement:
  - 2.1. “Tutor”: shall mean any individual or independent entity which has been activated on the Edu-Cor SA system in order to use the Products and/or Services in the performance of private tutor services to Learners;
  - 2.2. “Account Holder”: shall mean the person who has undertaken, both in this agreement and in the Application Form, to make payment of all amounts due to Edu-Cor SA in respect of Edu-Cor SA’s provision of the Products and Services, and can also be the Legal Guardian as defined herein;
  - 2.3. “Application Form” shall mean the Application Form completed by the Legal Guardian/Account Holder for the purposes of this agreement. The Application Form is linked to, and read with, the provisions of this agreement;
  - 2.4. “Edu-Cor SA Policy”: shall mean any policy, regulation, rule or similar proclamation regulating any aspect relating to ECSA and/or the Products and/or Services. The Edu-Cor SA Policy shall be determined by Edu-Cor SA, from time to time in its sole and absolute discretion and upon publication on Edu-Cor SA’s website ([www.educorsa.co.za](http://www.educorsa.co.za)) shall substitute and replace the parallel and/or equivalent preceding Edu-Cor SA Policy (if any). The Edu-Cor SA Policy is available on Edu-Cor SA’s website and incorporated herein by reference;
  - 2.5. “Learner”: shall mean any Learner who is active on the Edu-Cor SA system to receive Products and/or Services;
  - 2.6. “Legal Guardian”: shall mean (a) the parent or guardian of a Learner; or (b) the person who has legal custody of a Learner; or (c) the person that undertakes to perform the duties of a person who is referred to in (a) and (b);
3. The Legal Guardian undertakes to ensure compliance with the requirements of the South African Schools Act, 84 of 1996 (as Amended) (“the Act”), in particular:
  - 3.1. In terms of Section 3 of the Act, it is every Legal Guardian’s responsibility to ensure that every Learner for whom he or she is responsible attends a Edu-Cor once they reach the appropriate age and as such is educated and trained;
  - 3.2. In terms of Section 51 of the Act, the Legal Guardian of a Learner, of compulsory school-going age and who does not attend a public or independent school, must apply to the Head of the applicable Department of Education to register such Learner(s) to receive education at home; and
  - 3.3. The education provided to the Learner will be of a standard not inferior to the standards provided by public schools;
  - 3.4. The Legal Guardian is also required to ensure that the Learner’s progress is assessed in accordance with the applicable laws regulating a Learner’s education; and
  - 3.5. The Legal Guardian will also be required to comply with all other reasonable conditions set out by the Head of the applicable Department of Education. These conditions may differ in each province.
4. Any Application Form completed and submitted to Edu-Cor SA by the Legal Guardian/Account Holder shall constitute an offer to Edu-Cor SA, and the agreement between the Legal Guardian/Account Holder and Edu-Cor SA shall be deemed to have been concluded at the time and place that it is signed by Edu-Cor SA’s authorized representative its head office. Furthermore:
  - 4.1. Edu-Cor SA shall not be required to provide the Legal Guardian/Account Holder with express acceptance of its offer, and tacit acceptance of the offer by the provision of any Products and/or Services shall constitute acceptance;
  - 4.2. No offer shall be considered unless the Legal Guardian/Account Holder complies with the minimum requirements set out in the Application Form, and in this regard, Edu-Cor SA reserves its right to refuse any offer made;
  - 4.3. The agreement shall subsist for a period of 1 (one) academic year (determined in terms of Edu-Cor SA’s academic calendar) from date of the Learner’s activation on the Edu-Cor SA system, after which the agreement will expire, and the Account Holder/Legal Guardian may conclude a new agreement with Edu-Cor SA.
5. The Legal Guardian/Account Holder acknowledges:
  - 5.1. No Tutor is authorized to conclude an agreement for the provision of Products and/or the rendering of Services on Edu-Cor SA’s behalf;
  - 5.2. A Tutor may not charge or accept payment of any kind in respect of the Products and Services;
  - 5.3. A Tutor’s activation on the Edu-Cor SA system does not imply accreditation with Edu-Cor SA;
  - 5.4. Any agreement between the Legal Guardian/Account Holder and a Tutor shall not be construed as part of this agreement. Edu-Cor SA shall not be responsible of any agreement entered into between the Legal Guardian/Account Holder and a Tutor and the relationship between the Legal Guardian/Account Holder and such Tutor will not be regulated by this agreement.
6. The Legal Guardian/Account Holder guarantees and undertakes that:
  - 6.1. The information provided in the Application Form is both true and accurate, and this is a material term of the agreement;
  - 6.2. If so requested, additional documentation required by Edu-Cor SA will be the original document or will be certified as a true copy of the original;
  - 6.3. He/she is fully familiar with Edu-Cor SA’s most recent Edu-Cor SA Policy and shall comply with any applicable Edu-Cor SA Policy.
7. All amendments or adjustments that the Legal Guardian/Account Holder wishes to make in respect of the Learner’s activation on the Edu-Cor SA system, must be made in writing within seven (7) calendar days of the date of signature on the Application Form. Any changes of whatsoever nature by the Legal Guardian/Account Holder in respect of the Learner’s activation on the Edu-Cor SA system shall result in additional costs, which includes but are not limited to the administration costs stipulated in the Edu-Cor SA Policy.

Management initial: \_\_\_\_\_ Account holder initial: \_\_\_\_\_

## 6. Standard Agreement (GM Business Holdings (Pty) Ltd.) T/A Edu-Cor SA – Terms and Conditions (2/3)

8. The Legal Guardian/Account Holder hereby confirms that the Learner complies with the prescribed guidelines for activation in terms of the chosen Edu-Cor SA Products as set out from time to time by Edu-Cor SA, any external examination Board or any applicable regulatory body. If the Learner fails to submit the required proof when requested to do so by Edu-Cor SA, Edu-Cor SA may elect to cancel the Learner's activation and the prescribed cancellation costs will apply as stipulated in the Edu-Cor SA Policy.
9. The Legal Guardian/Account Holder is required to familiarize himself/herself with the requirements and the rules of every Product and Service that is purchased from Edu-Cor SA, with reference to the appropriate curriculum and subjects as well as the minimum requirements for passing the specific programmed and/or subjects. The Legal Guardian/Account Holder is fully responsible for the choice of Product.
10. The Legal Guardian/Account Holder takes full responsibility and liability for the application of the Products and Services that are purchased. The issuing of the Grade 12 certificates by any external examination Board and all costs associated therewith shall be the sole responsibility of the Legal Guardian/Account Holder, unless otherwise agreed.
11. The annual registration and any other monies as prescribed in the Application Form to be paid upfront, must be paid in full before any Product will be delivered or any Service rendered.
12. In the event the Legal Guardian/Account Holder hereby directs that the appropriate Products are to be sent by courier (as selected) to him/her, the Legal Guardian/Account Holder is deemed to have appointed the courier supplier as his/her agent for the delivery of the Products. *The Legal Guardian/Account Holder hereby indemnifies Edu-Cor SA against all liability should the courier supplier fail to deliver any or all of the Products and assumes responsibility to receive the Products during working hours at the address provided.* The Legal Guardian/Account Holder agrees to pay the non-refundable delivery cost corresponding to the selected delivery method.
13. The Legal Guardian/Account Holder is responsible for thorough checking and verifying of the Products from Edu-Cor SA within seven (7) calendar days from the date of receipt. If the content is incomplete or contains errors, the Legal Guardian/Account Holder must inform Edu-Cor SA accordingly in writing. If no notice is received from the Legal Guardian/Account Holder within the seven (7) day period contemplated above, the Legal Guardian/Account Holder shall to be fully responsible and liable for all possible costs that may be incurred in resending Products.
14. All Edu-Cor SA Products remain the property of Edu-Cor SA until such Products have been paid for in full. It is understood that ECSA is, in respect of the sale of the Products, only selling the right to utilize the intellectual property contained in any Product that it provides, and ownership of such intellectual property shall at all times remain vested in Edu-Cor SA.
15. It is specifically agreed that all rights whatsoever to intellectual property contained in Edu-Cor SA's Products and Services, whether they are capable of registration or not, and including but not limited to Edu-Cor SA's name, trading name, educational programs, study material, examinations, assignments, logo and/or image, remain the sole property of Edu-Cor SA. The Legal Guardian/Account Holder acknowledges and agrees that it will be liable for any damages incurred by Edu-Cor SA, alternatively a minimum amount of **R 100 000.00** (one hundred thousand Rand) in the event that the Legal Guardian/Account Holder copies, reproduces or distributes Edu-Cor SA's Products and/or study material, or allows any other person to do so when under his/her supervision. Edu-Cor SA also reserves its right to pursue criminal charges against the Legal Guardian/Account Holder in the event of such infringement.
16. The Legal Guardian/Account Holder may cancel this agreement within seven (7) days from the date of delivery of the Products at the nominated address, without incurring any cancellation fees, provided such Products are sent back to Edu-Cor SA's distributor, in the original packaging, within 14 (fourteen) days from the date of delivery of such Products. Any cancellation outside of the seven (7) day period shall be dealt with in accordance with the Edu-Cor SA Policy (Changes and Cancellations) and the Legal Guardian/Account Holder will remain liable for a percentage of the package price, as well as all non-refundable costs.
17. The Legal Guardian/Account Holder acknowledges that he/she is fully responsible for all fees and costs with regard to the Products and Services provided by Edu-Cor SA and accepts the responsibility to pay the full fees and related administration costs on/before the prescribed dates.
18. If the Legal Guardian and the Account Holder differ, the Legal Guardian and the Account Holder hereby undertake to be jointly and severally liable for the payment of all amounts that are, or will be, payable to Edu-Cor SA. The Account Holder may not be changed until such time as all amounts owing to Edu-Cor SA by the current Account Holder are paid in full.
19. Edu-Cor SA retains the right to cancel an application and/or to refuse to supply any Product or Service, including but not limited to access to assessments, access to the Edu-Cor portal as well as administration and support services, in the event:
  - 19.1. The Account Holder fails to make payment in terms of this agreement; or
  - 19.2. The Account Holder owes any money to Edu-Cor SA in respect of a Learner's previous registration; or
  - 19.3. The Legal Guardian/Account Holder is in breach of any terms and conditions of the agreement.
20. A certificate under the hand of the financial manager of Edu-Cor SA or its nominee (whose appointment as such it shall not be necessary to prove) stating the indebtedness of the Legal Guardian/Account Holder to Edu-Cor SA in respect of all amounts due in terms of this agreement and the Application Form, shall serve as prima facie proof of such indebtedness for the purpose of any legal proceedings.
21. Edu-Cor SA, and any of its duly authorized representatives, may cede or assign the rights contained herein at any time to any third party without the prior consent of the Legal Guardian/Account Holder. The rights obtained by the Legal Guardian/Account Holder in terms of this agreement may not be ceded or assigned without Edu-Cor SA's prior written consent.
22. The physical address and the email address (if any) that the Legal Guardian/Account Holder supplies in the Application Form is his/her address for the purposes of delivery of legal notices or any communication with regard to this agreement. The Legal Guardian/Account Holder undertakes to inform ECSA in writing by means of prepaid registered post, email or fax of any change of address. Edu-Cor SA shall be entitled to affix notices to the physical premises in the event the recipient is not present and such affixing shall be sufficient Service.
23. The Legal Guardian/Account Holder hereby agrees that the law of the Republic of South Africa shall govern this agreement, and further agrees to the jurisdiction of the Magistrate's Court and acknowledges that he/she will be liable for all legal costs, including costs on an attorney-and-client scale, if the amounts due for the Products and Services are not paid timeously according to the payment method chosen in the Application Form.
24. The Account Holder hereby renounces any benefits to which it may be entitled to in law, without limiting the extent of the foregoing, the benefits of "no value received, revision of accounts, non-numerate pecuniae (that no money was paid to the Account Holder), non causa debeti (that there does not exist valid grounds for the debt/s) errore calculi (that there was a mistake in the calculation of any outstanding amount), and revision of accounts", the meaning and effect of which the Account Holder understands and acknowledges that he/she is fully acquainted with.

Management initial: \_\_\_\_\_ Account holder initial: \_\_\_\_\_

## 6. Standard Agreement (GM Business Holdings (Pty) Ltd.) T/A Edu-Cor SA – Terms and Conditions (3/3)

25. No variations or amendments to this agreement, or waiver of any rights or cancellation thereof will be valid unless placed in writing and signed by both the Legal Guardian/Account Holder and Edu-Cor SA, or its duly authorized representative. When interpreting this agreement, the terms of any valid amendment or variation shall prevail.
26. No failure on the part of Edu-Cor SA to enforce any provision of this agreement shall constitute a waiver of such provision or affect in any way Edu-Cor SA's right to require performance of any such provision at any time in the future.
27. Edu-Cor SA, its directors, employees, and service providers will not be responsible for any direct, indirect or consequential losses suffered by the Legal Guardian/Account Holder or Learner, including death, injury of whatsoever nature, losses of profits or data and delays, whether on the basis of contract or delict, that arise from the use of Edu-Cor SA's Products and/or Services, when used as a home-schooling product or via a Tutor or in any other manner whatsoever.
28. The Legal Guardian/Account Holder hereby consents and authorizes Edu-Cor SA as well as Edu-Cor SA's nominee or agent to carry out any necessary credit checks or searches at any credit bureau or similar tracing facility, and to verify the Legal Guardian/Account Holder's personal and account details, with the purpose of establishing the Legal Guardian/Account Holder's creditworthiness and contact information. Edu-Cor SA retains the right to disclose any the financial or accounting information pertaining to the Legal Guardian/Account Holder to the Tutor or to any Edu-Cor SA agent or cessionary.
29. In this agreement reference to one gender shall include the other gender, reference to a legal person shall include natural persons and trusts and vice versa, reference to the singular shall include the plural and vice versa.

### Declaration

#### ACCOUNT HOLDER:

I, \_\_\_\_\_ (full names and surname), (ID number: \_\_\_\_\_) hereby confirm that I have read and fully understand the above terms and conditions and further that I am personally responsible for the payment of the account or any penalty cost or administration fees, as stipulated above and in the Application Form. I bind myself to these terms and conditions.

Thus, done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature: Account holder

#### LEGAL GUARDIAN (IF NOT ACCOUNT HOLDER):

I, \_\_\_\_\_ (full names and surname), (ID number: \_\_\_\_\_) hereby confirm that I have read and fully understand the terms and conditions as stipulated above and in the application form. I bind myself to these terms and conditions.

Thus, done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature: Legal guardian





# EDU-CORRULES AND REGULATIONS (Code of conduct)

The Code of Conduct of Edu-Cor SA, in accordance with the Constitution of the Republic of South Africa (Act 108 of 1996) and the South African Schools' Act (no 84 of 1996) (as amended), strives to uphold and protect the rights of the learners as individuals and as a group. In accordance with Article 8(1) of SA Schools' Act, this Code of Conduct was accepted by the management of Edu-Cor SA only after due consultation with the parents, learners and educators of the Edu-Cor and revised and approved by management on 1 January 2017. The Code, in accordance with Article 1.8 of Notice 776 of 1998, published in the Government Gazette of 15 May 1998, is applicable to the learners not only when at Edu-Cor but at all times and places for as long as the learner is enrolled on campus. In accordance with article 8(4) of the S.A. Schools' Act (Act 84 of 1996), nothing contained in the Act exempts a learner from the obligation to comply with the code of conduct of the Edu-Cor attended by the learner. In compliance with the Code, it is thus, expected of learners to obey the authority of the educators, prefects. Edu-Cor SA is made up of a number of cultures and the Code of Conduct aims to promote and protect this unique character. It seeks to establish and maintain an attitude of respect, tolerance and reconciliation among learners themselves and respect for educators and other adults in the service of the school. In accordance with the Mission of the school, the Code of Conduct aims to provide the ideal atmosphere in which each learner will have the right and opportunity to learn, and to develop his or her potential to the full. The code wishes to nurture an attitude to life characterized by self-discipline, exemplary behavior and a striving for maturity. In accordance with the spirit of this Code of Conduct, it is expected of each learner to conduct him or herself in a manner which will promote the well-being and image of the school, as well as the self-image of each learner.

### Behavior and conduct of learners

#### A learner may not be guilty of:

neglect of duty; disobedience, rebelliousness, disruption of classes or of Edu-Cor's program, vandalism, theft, dishonesty, lying, assault, bullying, intimidation, racism, fighting, indecent acts, bunking (playing truant), contempt or the undermining of authority, language use or the behavior that, according to the headmaster, is of such a nature that it threatens the moral and ethical standards, discipline or social wellbeing within the Edu-Cor, any behavior which is considered reprehensible by management, any breach of law which could lead to a confrontation with the justice system, such as contempt for the national symbols of the RSA (flag and anthem) and the Edu-Cor symbols (Edu-Cor flag); any behavior which could bring the Edu-Cor's name into disrepute such as the use of drugs, alcohol or volatile substances (e.g. petrol or thinners) on Edu-Cor's grounds or in public, (in civilian or Edu-Cor clothing or at Edu-Cor functions) participation in or promoting of Satanism; or being in possession of any of the following: matches, cigarette lighters, cigarettes (under the age of 16), drugs, alcohol, pornographic reading matter or photos or videos, fire-arms, knives, toys, crackers and substances which could cause injury. Inappropriate physical contact between learners is not permitted.

Parents or guardians, learners, teachers and Edu-Cor management members are jointly responsible for ensuring that all learners attend school.

1. Edu-Cor hours are published on the website. All learners are to arrive at on campus before the official starting time.
2. A learner who arrives late for class must report to reception so that his or her name can be recorded which will
3. If a learner does not attend class regularly, management will report the absence of the learner to the parent.
4. No learner is permitted to leave the campus grounds during class hours, including breaks, without a letter from a parent or guardian requesting the release of the student, or the permission of management.
5. Any absence from class must be covered by an absentee note from a parent or guardian.
6. Should a learner be absent for a period of three (3) days or longer, this leave of absence must be supported by a letter from a medical doctor or traditional doctor or registered herbalist.
7. Any absence during a formal examination, test or task must be justified by a letter from a medical doctor.
8. Learners and parents are expected to make every effort to avoid making outside appointments during class hours.
9. Learners who are unwell during class hours must report to their tutor whom will make the necessary arrangements.
10. Truancy from Edu-Cor is prohibited and will be punished.
11. Learners leaving a class during a lesson require permission from the teacher in charge.
12. Casual visitors on campus are not permitted. All visitors are to report to the front office and obtain a visitor's card. Casual visitors not in possession of a visitors card will be asked to leave the Edu-Cor premises.
13. Learners are obliged to attend religious ceremonies or tuition, and participate in Life Orientation, unless exemption has been obtained from management.
14. Learners may not go to the toilet during classes without permission.
15. The moving between classes must proceed quickly, efficiently and unorderly fashion. The shortest route between classes must be followed.
16. Order must always be maintained.
17. Learners must consult and respect the code of conduct relating to classroom behavior and respect the conditions that apply within the laboratories.

### Classroom conduct

#### Every learner is expected to:

1. be punctual:
  - 1.1 Learners must arrive at class on time, so that they are ready to start the lesson. Lateness is inconsiderate – it disrupts the efforts of both the teacher and the other learners.
  - 1.2 Learners must take out what they need for the lesson as soon as they are at their desk or table. This shows that they are mature, responsible and self-motivated.
2. be prepared:
  - 2.1 Learners must bring to the lesson what is needed for it, which includes the books, stationery and writing implement necessary, and the completed homework. It is important to be ready to learn and to contribute to the lesson.

#### 3. be respectful:

- 3.1 Learners must greet their teacher at the start and end of each day.
- 3.2 Learners must respect their teacher and their peers by not talking when their teacher is talking. If learners wish to contribute to the lesson, they should raise their hands and wait for the teacher to invite them to speak. Learners should pay attention to their peers' contributions and await their own turn to speak.
- 3.3 Learners should not pack away their books until the teacher has indicated that the lesson is over, as packing away disrupts the lesson and shows lack of consideration for their peers and their teacher.
- 3.4 Learners should respect the property of their peers and of Edu-Cor. They should not deface desks, remove drawing pins, use the chalk without permission, or fiddle with the overhead projector, computer, or computer projector. They should not borrow anything without permission.
- 3.5 Learners should keep their classrooms neat and clean. Litter and paper scraps should be put in the dustbin and recycling bin respectively, not in the desk or on the floor. No one likes to work in a dirty or untidy environment.

#### 4. be responsible:

- 4.1 Learners should take responsibility for themselves and their own behavior first and should then encourage their peers to do the same.

#### 5. be supportive:

- 5.1 Learners should do what they can to make everyone in their class feel happy and accepted, and always be willing to widen their circle of friends to make sure that no-one is left out.
- 5.2 With the permission of the teacher, they should offer to help anyone who may be having difficulty with the work.

### Courtesy and general behavior

1. A learner will respect those learners in positions of authority. A learner who is in a position of authority will conduct him or herself in a manner befitting someone who is in authority. He or she will respect the rights of other learners and will not abuse such authority bestowed upon him or her through his or her position.
2. All learners have the right to an education free from interference, intimidation and/or physical abuse. The learner will respect the property and safety of other learners. Fighting with other learners or threatening them is forbidden.
3. Any act that belittles, demeans or humiliates another learner's culture, race or religion is prohibited.
4. Language that is seen as pejorative, discriminatory or racist is prohibited.
5. Willfully damaging, vandalizing or neglecting of Edu-Cor property and the property of others, either by writing or by physical act, is prohibited. Theft of Edu-Cor- and private property is also prohibited.
6. All litter must be placed in refuse bins, recycling bins or wastepaper baskets.
7. Learners will obey the instructions of staff.
8. Learners must stand aside for staff and prefects and must stand up when being addressed by them.
9. Learners must greet staff (including administrative and cleaning staff) and visitors, and aid where appropriate.
10. Yelling, shouting, whistling, hissing, foul language and horseplay are forbidden.

### General behavior: Stairways, corridors

1. Movement between classes should be brisk and uninterrupted. Loitering on the stairways or corridors is forbidden. Learners and educators should always keep left when moving around the campus.

2. Learners are to show courtesy to passers-by by standing in line outside their classrooms.
3. Leaning over balconies and otherwise obstructing traffic is forbidden.
4. Learners may enter classrooms before school, during breaks and after school only with the express permission of a staff member.
5. Running in corridors or up and down stairways is forbidden.
6. Eating and drinking during lessons is forbidden.
7. The chewing of gum is strictly forbidden.

### General behavior: Toilets and change rooms

1. Loitering in the change rooms and toilets is strictly forbidden.
2. Learners should only visit toilets during lesson time in case of emergency.

### Valuables and personal belongings

1. Edu-Cor will not be held responsible for theft of or damage to personal belongings on Edu-Cor premises, for example cellphones, bags, books, clothing, bicycles, etc.
2. Learners advised not to bring cell-phones, large sums of money or other valuables to class.
3. Learners may not bring computer games, iPods, earphones or similar electronic devices to school.
4. Arrangements should be made with the teacher in charge of extra mural activities for safekeeping of valuables during those times.

### Edu-Cor property, roads and grounds

1. Breakage of any Edu-Cor property must be reported immediately to a teacher or to one of the secretaries.
2. All Edu-Cor property is to be treated with respect.
3. Learners are not to linger on the internal roads or on the pavements or walks adjoining Edu-Cor roads.
4. The Edu-Cor buildings and grounds are out of bounds out of normal Edu-Cor hours unless they are being used for extra-mural activities under the supervision of an educator or coach. Trespassers run the risk of prosecution.
5. At weekends and during holidays for the use of the Edu-Cor buildings, ground and sport facilities.

### Restricted areas:

The following areas are out of bounds:

1. The staffroom, staffroom foyer, teachers' workrooms, Photostat room, management offices, administration offices and their passage, unless the learner has been sent on official business by an educator to this area.
2. The main foyer; unless learners are seeing one of the secretaries.
3. The main entrance may not be used by learners to enter or exit the campus.
4. Ledbury and the cleaners' quarters.
5. Any area where examinations are being written.
6. Areas where vehicles are parked.
7. All the areas as indicated on the attached ground plan of the Edu-Cor buildings and grounds.
9. No ball games are allowed near the Edu-Cor buildings during office hours. During break times, ball games are allowed only at the back of the grounds.

Student signature

Student name: \_\_\_\_\_

Management initial: \_\_\_\_\_ Account holder initial: \_\_\_\_\_

# CONTROL AND DISCIPLINE OF LEARNERS

## 1. General

1.1 Disciplinary measures may be taken against a learner who contravenes the Code of Conduct.

1.2 In terms of the code of conduct an educator has the same rights as a parent to control and discipline a learner who attends the classes on campus, during any class, Edu-Cor function, Edu-Cor outing or Edu-Cor related activity.

1.3 Every educator is responsible for discipline at Edu-Cor and at Edu-Cor related activities. Educators have the full authority and the responsibility to correct the behavior of learners whenever such correction is necessary at school. Corrective measures may become more severe with repeated infractions.

1.4 In line with the principles and spirit of the code of conduct the management and educators have the right to announce rules verbally on an ad-hoc basis or otherwise, as necessitated by circumstances. The final decision with regards to such rules will rest with management.

## 2. Disciplinary procedure and punishment

2.1 A distinction is drawn between minor offences, serious offences (which may lead to suspension and/or expulsion) and academic offences.

2.2 In case of minor offences, corrective measures as envisaged in par. 13 may be applied. These measures could include one or more of the following, but not limited thereto: a verbal warning from or a written reprimand by, an educator or a principal; supervised Edu-Cor work that will contribute to the learner's progress at Edu-Cor or the improvement of the Edu-Cor environment, provided that the parents are timeously informed and the security of the child is assured; performing tasks that would assist the offended person; agreed affordable compensation; replacement of damaged property; and suspension from some Edu-Cor activities, for example, sport or cultural activities, or the taking away of Edu-Cor activities that are seen to be privileges.

## 3. Detention

3.1 Educators may put learners on detention for smaller transgressions only with the approval of the grade head.

3.2 The grade head completes the detention letter and gives it to the learner to take home. A copy of the letter is given to the secretary who does the detention administration. She will put the names on the detention list which will be circulated to all educators.

3.3 Detention usually takes place on a Friday from 13:45 to 15:45.

3.4 Saturday detention will take place from 08:00 – 11:00.

3.5 Detention for misconduct and academic extra-homework classes may be separated.

3.6 Detention for repeated or serious misconduct or repeated academic negligence may be extended to

Saturdays and may include physical labor or tasks.

4. Serious offences, which may also be described as serious misconduct (Regulation 2(1) of PN 372 of the Provincial Gazette Extraordinary (Western Cape) dated 31/10/1997), will be dealt with in the following manner:

- 4.1 The headmaster and educators concerned will investigate the incident and ensure that, according to the Act, it can be classified as a serious offence and that the learner is the guilty party.
- 4.2 If the headmaster decides that the matter is serious, and the learner concerned is guilty, then a special meeting is planned with the governing body to discuss the incident.
- 4.3 Parents of the learner will be informed in writing of the offence, and of the date when the meeting of the governing body will take place. A minimum period of five working days' notice of the meeting is required. Parents may request to move the date forward.
- 4.4 The governing body or its delegated disciplinary committee must follow the following procedure during the meeting:
  - the alleged offence and circumstances surrounding the incident must be carefully investigated;
  - The Audi alteram partem-rule (hear the other side) must apply;
  - the opportunity must be given to the members of the governing body and the parents and/or the legal representative of the learner concerned, to question the accusers concerning the incident;
  - persons who complained or provided testimonies must leave the meeting after they have expressed their viewpoints;
  - only members of the governing body who are not personally involved in the matter, must be allowed to take part in the decision-making process at the end of the meeting;
  - the procedure, discussion and outcome must be detailed thoroughly in the minutes.
  - In the event of a hung jury, the chairperson has the deciding vote; if the outcome of the corrective action is suspension, the parents must be informed immediately in writing;
  - if the decision of management is to make a request to the head of the WCED that the learner be expelled, then the parents are to be informed in writing immediately.
- 4.5 A statement with reasons for the request must be provided and sent to the head of the WCED within 14 days. The following information must also be included;
- 4.6 a comprehensive report of the incident surrounding the alleged misbehavior, as well as the reasons for the governing body's decision.
- 4.5.1 The complete minutes (with questions and answers) from the meeting where the decision was made.
- 4.5.2 Any other written remarks from the learner of parents or their representative (it can be a legal representative) relating to the incident.
- 4.6 The head of the WCED, within 14 days of receiving the documents in (4.9), will decide if the learner must be expelled or re-admitted into the school. Once the decision is made, the management and parents will be informed immediately.

Should the head of the WCED decide to expel a learner, and the parents of that learner (or the learner) appeal against the decision, they must do so within ten days of receiving the written decision. The appeal must be addressed to the management of Edu-Cor SA; his decision is final.

4.7 Should the learner, parent or guardian fail to attend the disciplinary hearing without worthy cause or good reason, the proceedings will be held in his or her or their absence.

5. If, after disciplinary proceedings, a learner is found guilty of serious misconduct, the management may impose the punishment prescribed in paragraph 2.2 and may in addition suspend the learner either for a period of not more than seven (7) Edu-Cor days, or for a reasonable period not exceeding one week, pending a decision by the Head of Department on the recommendation of the management as to whether the learner is to be expelled from school. If disciplinary proceedings are not conducted within seven (7) Edu-Cor days after the suspension of a learner, the management must obtain the approval of the Head of Department for the continuation of the suspension of such learner.

6. Offences that may lead to such suspension (or even expulsion) include, but are not limited, to the following:

- 6.1 conduct which endangers the safety and violates the rights of others:
- 6.2 possession, use, transmission, or visible evidence of, narcotic or unauthorized drugs, alcohol, or intoxicants of any kind;
- 6.3 fighting, assault or battery;
- 6.4 immoral behavior or profanity;
- 6.5 defying the authority of the educators or the Learner Council;
- 6.6 harmful graffiti, hate speech, sexism, racism;
- 6.7 theft or possession of stolen property including test or examination papers prior to the writing of those tests or examinations;
- 6.8 unlawful action, vandalism, or destroying or defacing Edu-Cor property;
- 6.9 disrespect, objectionable behavior and verbal abuse directed at educators or other Edu-Cor employees or learners;
- 6.10 repeated violations of Edu-Cor rules or the Code of Conduct;
- 6.11 criminal and oppressive behavior such as rape and gender-based harassment;
- 6.12 victimization, bullying and intimidation of other learners;
- 6.13 infringement of examination rules; and
- 6.14 knowingly and willfully supplying false information, or falsifying documentation, to gain an unfair advantage at school.

7. A learner will be expelled if he or she commits any of the following offences, even if it is a first offence, unless there are exceptional circumstances which warrant the imposition of a lesser punishment:

- 7.1 Theft.
- 7.2 Bomb threats.
- 7.3 Assault of a serious nature or an assault committed with a dangerous weapon or object.
- 7.4 The possession of any object which could serve as a dangerous weapon.

7.5 Sexual offences.

7.6 The possession and/or dealing in, or providing of, and/or testing positive for, illegal substances. A positive test will be sufficient evidence.

7.7 The possession or detonating of fireworks or anything else that can have a traumatic effect on any person.

## 8. Plea Bargaining

In terms of the Criminal Procedure Act, (Section 105A, Act 51 of 1977), the prosecuting authority and an accused may enter a plea- and sentence agreement. It is basically a plea-bargaining system where the accused is prepared to plead guilty, admits the relevant allegations and enters a sentence agreement with the State. The written agreement is then presented to the court who must ensure that it was entered freely, voluntarily and without undue influence. If the court is satisfied that the accused admits that the allegation in the charge is valid and that he or she is guilty, the accused is then convicted; secondly, if the court is satisfied that the sentence agreement is just, it is then confirmed by the court. No evidence is led, and this procedure expedites the finalization of cases. A similar procedure will be followed in instances where the learner concerned pleads guilty, the parents co-operate, and expulsion is not considered. The plea- and sentence agreement will have to be ratified by Edu-Cor Management or delegated person(s), before it is enforced.

## 9. Loco Parentis

9.1 The Edu-Cor is compelled to refer behavior that constitutes a criminal offence to the SAP services for further action.

9.2 If a learner's behavior is a threat to him- or herself or other learners, the Edu-Cor reserves the right to take the necessary steps to find treatment of an alternative placement for the learner.

9.3 The Edu-Cor reserves the right to refer a learner for counselling if his or her behavior is deemed socially unacceptable.

9.4 Search: If the principal or an educator has reasonable suspicion, supported by sufficient information, to suspect the harboring of any of the following, he or she has the legal authority to conduct a search of any learner, or of the property in possession of the learner, for a dangerous weapon, firearm, drugs, or harmful dangerous substance, stolen property, or pornographic material brought onto the Edu-Cor property. (A search may be performed in terms of the following Acts of typical application: Control of Access to Public Premises and Vehicles Act, 1985, Act No. 53 of 1985; Drugs and Drug Trafficking Act 140 of 1992; Arms and Ammunition Act, 1969, Act. No. 75 of 1969; Education Laws Amendment Act no. 24 of 2005 and no. 31 of 2007; and Government Gazette Notice 1140 of 2008. During a search, the right to human dignity shall be observed and learners shall be searched in private by persons of their own gender, in the presence of at least one other person. A record shall be kept of the search proceedings and the outcome. All the stipulations pertaining to disciplinary proceedings applicable to learners as set out in the South African School's Act (no. 84 of 1996), as amended, are incorporated and included in this Code of Conduct

Student signature

Student name: