



UCT ONLINE
HIGH SCHOOL

POLICIES

TERMS & CONDITIONS



in collaboration with
VALENTURE INSTITUTE



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Terms & Conditions

THESE TERMS AND CONDITIONS ARE APPLICABLE TO ALL LEARNERS (REGARDLESS OF THE OFFERING) / PARENT(S) / GUARDIAN(S) / FEE PAYER(S), AND, BY IMPLICATION, THEIR CHILDREN, WHERE APPLICABLE. AS SUCH, THE WORD “YOU” APPLIES TO ALL OF THE ABOVE-MENTIONED PARTIES INTERCHANGEABLY, WHERE APPLICABLE.

ANY OTHER MENTION OF PARENT(S), GUARDIAN(S), OR FEE PAYER(S) IN UCT ONLINE HIGH SCHOOL DOCUMENTATION CAN ALSO BE CONSIDERED INTERCHANGEABLE (E.G. THE “PARENT PORTAL” WOULD BE APPLICABLE TO ANY OF THE ABOVE-MENTIONED PARTIES).

FOR THE AVOIDANCE OF ANY DOUBT, THE WORD “LEARNER” ALSO INCLUDES AN ADULT MATRIC LEARNER.

WE ENCOURAGE YOU TO READ THESE TERMS CAREFULLY, AND TO CONTACT US IF YOU HAVE ANY QUESTIONS. BY USING OUR SERVICES, OR APPLYING FOR OR BEING ADMITTED TO, A QUALIFICATION / PROGRAMME, YOU AGREE TO BE BOUND BY, AND TO ABIDE BY, THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OR ARE NOT ABLE TO ENTER INTO A BINDING AGREEMENT, THEN UNFORTUNATELY YOU MAY NOT APPLY FOR, BE ADMITTED TO, OR CONTINUE WITH A QUALIFICATION / PROGRAMME, OR USE OUR SERVICES.

Welcome to UCT Online High School!

Please be advised that applications for admission to a Programme offered at UCT Online High School, in collaboration with Valenture Institute, that offers secondary phase school education ("School"), are bound by these Terms and Conditions, as well as the Handbooks, and any additional policies, specific to the Programmes offered through the respective collaboration.

This Agreement ("Terms") sets out the terms and conditions that govern your use of UCT Online High School's products and services (such as website services and Qualification content), as well as your application and enrolment for any subject or other Programme offered by UCT Online High School. These Terms can also be seen as your comprehensive information source and rulebook, along with the relevant **Handbooks and Policies** (located on the "Policies/Handbooks" page on the Website) that can be updated by us at our discretion, from time to time.

The UCT Online High School has made every effort to ensure the accuracy of the information in our Handbooks. However, we reserve the right at any time, if circumstances dictate, to:

- (i) make alterations or changes to any of the published details of the substance and opportunities on offer or;
- (ii) add to or withdraw any of the provisions, and opportunities on offer. Guardians and learners are given every assurance that changes will only be made as and when appropriate and you will be fully informed as soon as possible.

1. Each of the Qualifications we offer is awarded by a recognition / examination / awarding / accreditation body, and some wording and phrases used in Programme delivery may differ depending on the rules and standards of the respective body.



2. The Programmes offered are those that are classified as secondary schooling, and no primary or tertiary phase education is offered by UCT Online High School unless clearly marketed as such.
3. Enrolment or completion of secondary schooling with UCT Online High School does not in any way enrol or provide guaranteed acceptance to any university, including the University of Cape Town.
4. No Adult Matric/High School learner will receive preferential treatment in respect of admission policies of any university, including the University of Cape Town.
5. By agreeing to these Terms, you consent to the following policies, codes of conduct and handbooks, applicable to, and accessible on our websites, which are incorporated by reference into these Terms: Privacy Policy, Scholarship Policy, Fees Handbooks, Website Terms of Use, and any other policy as is made available on our Websites from time to time ("Policies"). If you are enrolling with UCT Online High School in collaboration with Valentre Institute, you also agree to be bound by the terms outlined in all other applicable policies accessible on our website, including the Fees Handbook.
6. If participation in a Programme is being paid for by a third party, then that third party will be bound by all provisions in these Terms (including payment provisions), Handbooks and Policies.



Accessing the School

7. **Acceptance:** By clicking on the "Agree" button when applying, you agree to be bound by these "Terms", which include, by reference, all the Handbooks and Policies.
8. **Accurate information:** All information (including personal information) provided to us on application, admission, on creating an account, or while accessing UCT Online High School services and Programmes, must be true, accurate and complete. You are also responsible for updating us in the event of a change to your information (for example, your name or address). All personal information will be responsibly processed in accordance with our Privacy Policy.
9. **Non-submission of information:** You are required to ensure that all requested information is timeously provided to UCT Online High School within the timeframes provided by us to ensure that learners are registered with the relevant assessment body. Non-submission of the requested documents may result in learners being ineligible to write examinations provided that a fair procedure will be followed and the best interests of the Adult Matric/High School learner will be considered.
10. **Licence:** Subject to these Terms, and the payment of any applicable fees, we grant you a limited, personal, non-commercial, non-exclusive, non-transferable, and revocable licence to use our services and products, including all services associated with our Programmes, and the Online Campus through which Programme content is accessed.
11. **Suitability of Programme:** Before applying to UCT Online High School, it is the responsibility of the parent(s) / guardian(s) / adult matric learner and the applicant to do the necessary research to satisfy themselves as to the relevance and suitability of the Programme for the applicant's requirements, including articulation requirements for university entrance,



through consideration of the information supplied through our Websites, and asking questions, if necessary. UCT Online High School cannot assure or guarantee admission or articulation of any learner into university or any other further education institution.

12. **Commencement of Programme:** You will only receive confirmation of final placement for a Programme, and the Adult Matric/High School learner enrolled onto the Online Campus, once you have made the required minimum payment(s) for the Programme (unless otherwise specifically stated in the information pack relevant to the Programme) and met any other stipulated criteria. A delay in meeting all criteria within the stipulated deadline will result in a delay of access for the Adult Matric/High School learner to the Online Campus until they are formally enrolled on our records, or until the Programme commencement date. Where the conditions of the offer are not met in full within the final timeframe communicated, the offer will fall away.
13. **Minors:** If the applicant is under the age of 18 years, they must be assisted by, and have the consent of, their parent or legal guardian. By applying, the applicant confirms that they have been assisted by their parent / guardian and that the parent / guardian has consented to the application on the Website, and payment for Programme(s) / Qualification(s).
14. **Accessibility statement:** UCT Online High School is committed to providing an Online Campus that is accessible to the widest possible audience. We are actively working to increase the accessibility and usability of our Website and Online Campus for all our Adult Matric/High School learners, including those with disabilities, as more fully described below:
 - a. **Standards:** We strive for WCAG 2.1 Level A/AA and Section 508 conformance. Regular testing (both by the LMS proprietor and by a third party) is conducted to identify conformance issues, with



processes in place for timely remediation of accessibility issues that are identified.

- b. **Reviews:** The Online Campus has been evaluated by Instructure and WebAIM according to WCAG 2.1 standards. Testing is regularly conducted using automated tools, assistive technology (such as screen readers, keyboard testing, etc.), and coding best practices. Third-party accessibility evaluation occurs semi-annually with internal audits conducted with each release. Mechanisms are in place for logging and fixing accessibility defects.
- c. **Exceptions:** While we strive to ensure that our Online Campus conforms to Level A/AA of the WCAG 2.1, there may be limited exceptions where the Online Campus is not fully up to Level AA standard. We are continually seeking out solutions that will bring all areas of the Website and Online Campus up to the same level of overall accessibility while ensuring that the overall learner experience is not unduly compromised.
- d. **Accessibility requests:** If an applicant, Adult Matric/High School learner, or parent / guardian experiences any difficulty in accessing any aspect of the Website or Online Campus, or would like further insight into our accessibility accommodations, they should not hesitate to contact the Student Success Team. UCT Online High School reviews all requests for disability-related accessibility accommodations and is resolved to take commercially reasonable steps to extend the Online Campus's functionality to accommodate all our Adult Matric/High School learners.



Admission & Programme Requirements

15. **Application online:** Applications must be completed online for admission to Programmes through the links available on our Website. Applications are reviewed and decided according to the admission requirements. Thus, an application does not automatically guarantee that an applicant will be offered a place to study at UCT Online High School.
16. **Admission requirements:** All applications are reviewed by the Admissions Team according to set admission criteria and under the prescripts of the relevant Admission Policy. We reserve the right, at our sole discretion, to deny admission.
17. **CAPS Curriculum (for high school learners)**
 - a. **National Curriculum:** UCT Online School for SA National Senior Certificate (CAPS) is one of the several curriculum offerings by UCT Online High School for high school learners.
 - b. **Foreign Nationals:** Where a Programme requires a high school learner to write examinations within the borders of South Africa, if you and / or the applicant reside in South Africa but do not possess South African citizenship, it is the responsibility of parents / guardians to ensure that the necessary documentation (i.e valid permit or visa) is obtained prior to entering the agreement.
 - c. **National Senior Certificate ("NSC"):** The UCT Online High School offers a CAPS curriculum that is prescribed in accordance with the National Curriculum Statements as set by the DBE and the assessment body. The NSC is a South African Qualification obtained at the end of the secondary schooling phase, and does not hold automatic equivalence to secondary schooling Qualifications in other countries.



- d. **Applicants not residing in South Africa:** Examinations set by the assessment body, including the National Senior Certificate examinations, can only be written within the country of South Africa at an approved physical examination venue. By entering into this agreement you and the applicant are bound by this requirement. UCT Online High School does not hold the authority to grant any deviations to this rule. It is your responsibility to ensure that you comply with this rule. All travel, accommodation, and related arrangements must be made by parents / guardians in advance at their own cost.
- e. **Time Zone:** UCT Online High School operates on South Africa Standard Time (SAST) and schedules live sessions and operations in this time zone.

18. Adult Matric (for adult matric learners)

- a. **UCT Online School for the Adult Matric:** Adult Matric is one of the several curriculum offerings by UCT Online High School allowing adult learners to complete the Amended Senior Certificate ("ASC") aligned with the CAPS curriculum.
- b. **Foreign Nationals:** Where a Programme requires an adult matric learner to write examinations within the borders of South Africa, if you reside in South Africa but do not possess South African citizenship, it is the responsibility of the adult matric learners to ensure that the necessary documentation (i.e valid permit or visa) is submitted upon registration with the Department of Basic Education.
- c. **Applicants not residing in South Africa:** Examinations set by the assessment body, can only be written within the country of South Africa at an approved physical examination venue. By entering into this agreement you are bound by this requirement. UCT Online High



School for Adult Matric does not hold the authority to grant any deviations to this rule. It is your responsibility to ensure that you comply with this rule. All travel, accommodation, and related arrangements must be made by the adult matric learner in advance at their own cost.

- d. **Time Zone:** UCT Online High School operates on South Africa Standard Time (SAST) and schedules live sessions and operations in this time zone.

19. **Cambridge International Curriculum (for high school learners)**

- a. **International Curriculum:** UCT Online High School for the Cambridge Curriculum also offers select stages of the Cambridge International Curriculum for high school learners. .
- b. **Examinations:** High School learners are required to write examinations at an approved physical Cambridge Examination Centres in countries where UCT Online High School offers the Programme. If you reside or are located in a country where Programmes are not offered by us, you are responsible for facilitating travel and related arrangements required for the high school learner to write the examinations in one of the locations available. All travel, accommodation, and related arrangements must be made by parents / guardians at their own cost.
- c. **Time Zone:** UCT Online High School operates on South Africa Standard Time (SAST) and schedules live sessions and operations in this time zone.

- 20. **Calendar Dates:** The Academic Year runs from January to December of each year and the South African calendar is used to determine public holidays. Please consult the various calendars aligned with the different offerings/curricula.



21. **Registration for homeschooling or exemption from compulsory phase education where applicable:** As set out by the applicable Admission Policies, parents / guardians / adult matric learners are responsible for ensuring that they meet local requirements for learners to complete their studies through the mode of provision offered by UCT Online High School. Although ultimately the responsibility for ensuring educational regulatory compliance and other forms of compliance rests with parents / guardians / adult matric learners, you may seek advice from the Admissions Team.
22. **Sanctions:** You must not be subject to sanctions, executive orders, regulations or other such governmental actions prohibiting enrolment or payment of fees, including those promulgated by the United State's Office of Foreign Asset Control and HM Treasury in the United Kingdom. In addition, you warrant that you do not reside and are not currently resident in a sanctioned territory including: Cuba, Iran, Sudan, North Korea, Syria, Russia, or the Crimea LPR or DPR regions of Ukraine, and are not on a government sanction list prohibiting your enrolment including the payment of fees. UCT Online High School may suspend or terminate this Agreement if we, in our sole and absolute discretion believe that you are breaching or failing to comply with this provision.
23. **Identification:** During the application process, the parent / guardian / adult matric learner is required to submit a copy of the applicant's official identity document, birth certificate, or passport, which reflects the name provided upon application, for authentication and record purposes. Acceptable forms of identification include an identity document (national ID card), passport, or birth certificate. UCT Online High School may make use of a third-party identity verification service. Non-submission of valid identification in accordance with standard verification processes will result in the applicant's enrolment being withheld. If a learner undergoes a name change during the presentation of a Programme, it is required that this be



communicated to us, and we will advise the learner and their parent / guardian (where applicable) on the process that needs to be followed. The name provided in the document submitted will be the one that appears on any certificate that may be issued to the learner and / or their parent / guardian.

24. **Additional requirements:** Please note that platforms such as Google, Vimeo, and YouTube may be used in our Programme delivery, and if these services are blocked in your jurisdiction, you may have difficulty in accessing Programme content – we strongly recommend that you check with us before applying for a Programme if you have any concerns about this affecting your experience with the Online Campus.
25. **Third-party records:** We are obligated to provide learner information to our accreditation partners and the relevant recognition / examining / awarding / accreditation body of the Programme, for purposes solely related to the offering of the Programme.
26. Further detailed information on Programme and enrolment is contained in the Adult Matric Learner Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.

Programme Delivery

27. All Programmes are designed and developed according to the specifications and standards of the relevant recognition / examining / awarding / accreditation body. The delivery of the Programme(s) is/are administered by UCT Online High School, via its Online Campus. This delivery encompasses the services delivered by all members of the teaching and learning support staff.



Programme Assessment

28. All Programmes include continuous assessment and the external end-of-year (Programme) examinations that must be written at a physical venue (unless stipulated otherwise for a specific Programme).

External Examinations

29. Internal and External Examinations are classified as a summative form of assessment for a subject and Programme. Certain external examinations are set by the recognition / examination / awarding / accreditation body for the subjects and Qualifications that the adult learner/high school learner is enrolled for. Unless stipulated otherwise, each subject and Programme requires an adult learner/high school learner to undertake a prescribed number of examinations.
30. Unless stated otherwise, all external examinations set by the assessment body have to be written at a physical examination venue within a country that the chosen Programme is offered in by UCT Online High School. Examinations are at the Fee Payer's cost, and non-payment will result in the assessment body prohibiting registration of the learner. Payment of the examination fees is a prerequisite for writing the examinations.

Certification

31. Any certificates or statement of results will be issued by the relevant recognition / examination / awarding / accreditation body of the Programme in accordance with their rules (unless stipulated otherwise, and only where the awarding requirements have been met).



32. Further detailed information on certification is contained in the Adult Learner/High School Learner Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.

Adult Learner/High School Learner Conduct

33. All learners are required to adhere to the Adult Matric/High School Learners Code of Conduct, which must be accepted in the Orientation Course for each Programme. A breach of the Code of Conduct will constitute a breach of this Agreement.

34. Further detailed information on learner conduct is contained in the Adult Matric/High School Learner Handbook, in other policies referred to in the Adult Matric/High School Learner Handbook, and other Handbooks, rules, and materials made available through the Online Campus, the content of which constitutes terms and conditions that must be adhered to by the applicable party.

Guardian Conduct

35. All guardians of all high school learners are required to adhere to the Guardians Code of Conduct. A breach of the Code of Conduct will constitute a breach of this Agreement.

Pricing, Payment & Delivery

36. In order to apply to be accepted, a non-refundable and non-transferrable Application Fee is required and, if the application is accepted or conditionally accepted, we require the payment of a non-refundable and non-transferrable Placement Fee.



37. The Placement Fee is payable upon receiving a conditional offer letter, which outlines the conditions for final placement. In paying the Placement Fee, you confirm your acceptance of the conditional offer of a place at UCT Online High School. The Placement Fee covers the cost of processing an Adult Matric/High School learner's final placement and their anticipated enrolment, which includes, but is not limited to the costs associated with pre-onboarding, record verification and the purchase of technology licences on behalf of the Adult Matric/High School learner. In paying the Placement fee, you also acknowledge the other conditions that must be met prior to enrolment.
38. As part of the application process, your application is reviewed against the relevant Admissions Policy and if these requirements are met, enrolment may be confirmed.
39. When you accept an offer for one or more Programme by paying the requisite Placement Fee, you agree to pay the applicable tuition fees and other such amounts that may be due by you arising from the Adult Matric/High School learner's participation in the Programme(s).
40. Commencement of study will not be allowed until the Placement Fee and first tuition fees have been paid.
41. You also hereby acknowledge and consent to us contacting you about payments due by you for a Programme or in terms of these Terms, as well as the other terms and conditions referred to in the Adult Matric/High School Learner Handbook / Fees Handbook, by way of email, text message, telephone calls, or other means, as determined by us. Where a high school learner is under the age of 18, all communication relating to payment will be directed to a high school learner's parent(s) / guardian(s).
42. Further detailed information on pricing, payment, and delivery is contained in the Fees Handbook.



43. Tuition fees are not all-inclusive and additional costs are levied to support the delivery and examination of the Programme. Further information on rules relating to fees is contained in the Fees Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.
44. By accepting these terms and conditions, you expressly acknowledge, agree and consent to us being authorised to request FICA verification for the purpose of onboarding and to obtain additional information such as credit bureau checks, bank reports, financial statements, use Address Verification Services (AVS) and do analogous checks.

Cancellations & Leave of Absence

45. UCT OHS has the right to cancel the enrolment contract at any time, for any reason, including misconduct committed by the guardian provided that a fair process is followed - taking into account the best interest of the learner.
46. We also reserve the right to suspend and/or withdraw Adult Matric/High School learners for non-payment as stipulated in the Fees Handbooks. In all instances, a fair procedure will be followed and the best interests of the Adult Matric/High School learner will be considered.
47. We further reserve the right to cancel the offering of a Programme if there is insufficient demand, as determined by us at our sole and absolute discretion. In this case, fee payers will receive a full refund, but no interest will accrue on any amounts refunded to them, and any applicable bank charges will be offset against the refunded amount.
48. The Adult Matric/High School Learner Handbook and the Fees Handbook contains comprehensive information about enrolment cancellations, withdrawals, and Adult Matric/High School learner leave of absence, the



content of which constitutes terms and conditions that must be adhered to by the applicable party.

Learner withdrawal

49. Guardians have an obligation to ensure that learners attend school regularly and punctually unless there is a valid reason for absence. The guardian must timeously notify the school if the learner is unable to attend for a continuous period of ten (10) days.
50. Guardians are required to notify the school of any intention to withdraw the learner at least one full Term before the intended withdrawal takes effect (i.e. if Guardians wish to withdraw at the start of Term 2, they would need to inform the school before the start of Term 1 to avoid penalties for late notice, as charged in terms of the Fees Handbook).
51. Adult matric learners, however, are required to notify the school of any intention to withdraw at least one month before the intended withdrawal takes effect.
52. UCT Online High School has a right to withdraw learners who are inactive/absent for a period of two months without a valid communicated reason, by giving at least 10 days' written notice. Such withdrawal shall not prejudice the school's rights in relation to outstanding fees.

Limitation of Liability & Indemnity

53. **No liability for Qualification / Programme outcomes:** We will not, under any circumstances, be liable for any costs, claims, or damages that may be sustained or suffered as a result of applying, being enrolled for, and / or participating in any Programme or other service offered by us that is not relevant, suitable, or does not meet your and / or any relevant academic institution, industry, or commercial body's requirements. Under no



circumstances do we guarantee an applicant or Adult Matric/High School learner's suitability for a particular Programme based on the levels of difficulty. We cannot, under any circumstances, be held liable to you for any costs, claims, or damages, if after the completion of a Programme the learner is not able to obtain admittance into another educational institution, chosen field of study, or any other outcome which is believed can be attained by completing a Programme offered by UCT Online High School.

54. **Limitation of liability:** To the maximum extent permitted by law, you agree that we will not be liable for any cost, claims, or damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary, or consequential loss, such as loss of profits, business, goodwill, revenue, or anticipated savings), or other damages of any kind, penalties, actions, judgments, suits, expenses, disbursements, fines, or other amounts that you or any third party might suffer that relates to, or arises from, these Terms, Adult Matric/High School learner participation in a Programme, or termination of a Programme for any reason, whether or not anyone anticipated, or should have anticipated, that damages would occur. In no event shall the aggregate liability to you for any and all claims exceed the total amount of fees received from you in the six months preceding any cause of action.
55. **Acknowledgement:** You acknowledge and agree that the disclaimers and limitations of liability outlined in these Terms reflect a reasonable and fair allocation of risk between you and the UCT Online High School, and that these limitations are an essential basis of our ability to make services available to you on an economically feasible basis.
56. **Time constraint:** You agree that, to the extent permissible by applicable law, any cause of action related to these Terms or any services or Qualification(s) / Programme(s) must commence within 3 years after the



cause of action comes into being. If not, such cause of action shall be permanently barred.

57. **Indemnity:** Subject to any applicable laws, you agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to, or arises from, these Terms arising from your application for, or enrolment in, a Programme for an Adult Matric/High School learner. This indemnity includes claims arising from the use of the Online Campus in a way that does not comply with these Terms, or if we transfer the profile to another person, or if another person accesses the profile without your consent. This indemnity also includes all liability or loss that we might suffer as a result of a claim, including legal costs on the highest permissible scale, and any additional legal and collection costs.

Interruption of the Website or Online Campus and features based on geographic location

58. **Geographic location:** Guardian and Learner Portal Features that may be available will vary by geographic location and will change from time to time. For example, the online store, extracurricular activities, and community hours are not presently offered outside of South Africa.
59. **Interruption of service:** You acknowledge and agree that from time to time, UCT Online High School Website and / or Online Campus may be inaccessible or inoperable, by reason of one or more of the following:
- Equipment malfunctions or faults.
 - Periodic maintenance procedures, downtime, or repairs that we may undertake from time to time.



- c. Causes beyond our control, including, without limitation, interruption or failure of telecommunication or digital transmission links, attacks on the network, and network congestion or other failures.
60. **No breach:** Such interruption to the accessibility of the UCT Online High School Website or Online Campus will not be deemed a breach of this Agreement under any circumstances whatsoever, and we will not, under any circumstances, be liable for any costs, claims, or damages that may be sustained or suffered as a result of any interruption, inoperability, or inaccessibility of the Website and / or Online Campus.
61. **Security:** We will use reasonable commercial measures to secure our system and the profile on the Online Campus, and related information, however, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. You and / or the Adult Matric/High School learner undertake to notify us immediately of any compromise or unauthorised use of the account issued.

Intellectual Property

62. **Reservation of rights:** Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source, and / or object code, as well as all other works (including trading marks and names) contained on the Website or Online Campus, or otherwise provided to learners is owned by us or licensed to us, and we assert and reserve all of our rights in this regard. Access to, or use of, our services and Qualification(s) / Programme(s) will not in any way result in an assignment or licence of any intellectual property owned by us or any other party.
63. **Adult Matric/High School Learner content:** The services and Programmes may enable the Adult Matric/High School learner to share their own



content, including assignments, with UCT Online High School and its staff such as Learning Facilitators, Subject Specialists, the Student Success Team, and fellow learners. You and/or the Adult Matric/High School learner retain all intellectual property rights in, and are responsible for, the content shared, however, you specifically agree and consent that we, and the relevant recognition / examination / awarding / accreditation body applicable to the Programme, shall be entitled to use (at our discretion) all content shared by the Adult Matric/High School learner on our Online Campus for internal research and development, quality assurance, Programme improvement, and non-commercial purposes. In relation to specific Programmes, a policy statement on intellectual property sharing may be included in the Online Campus for further guidance to learners in the sharing of ideas and assignments. Ultimately, it is the responsibility of the Adult Matric/High School learner and you to ensure the proper protection of the Adult Matric/High School learner's intellectual property – if the intellectual property will be best protected by way of trade secret, or you have not filed for protection of protectable intellectual property, then non-disclosure may be an essential form of protection. We cannot, and do not, guarantee that any intellectual property shared on the Online Campus or otherwise through the Website will not be used by other learners.

Warranties & Disclaimers

64. **Disclaimers:** To the extent permissible under applicable laws, all services, Programmes, and their content are provided "as is" without representations or warranties of any kind, whether express or implied, in respect thereof, and in particular, we make no representations or warranties regarding the quality of the Programme content or the fitness of the Programme content for the purpose for which it has been acquired.



65. **Warranties:** You warrant that all and any information provided to us, in accordance with this Agreement, in order to apply for a Programme or otherwise, is true and accurate.

Termination of Participation in a Programme/Qualification

66. **Modifying and terminating services:** We are constantly changing and improving our services and Programme(s). We may add or remove functions, features, or requirements, and we may suspend or stop our service altogether, giving enrolled adult matric learners, high school learners and parents / guardians reasonable prior notice of any material changes. You may also discontinue your use of our services and Programmes at any time.
67. **Breach:** If you or the Adult Matric/High School learner commit any other breach of these Terms (including, but not limited to, the "General Rules") and fail to remedy the breach within 5 days after receiving a written notice to do so, we may terminate the Adult Matric/High School learner's participation in the Programme for which they are enrolled, and you will not be entitled to a refund of any portion of the Programme fee(s). We shall furthermore be entitled to immediately suspend both your and the Adult Matric/High School learner's access to the Online Campus in the event of a material breach of these Terms, as determined at our sole discretion, pending an investigation into the relevant conduct.



Complaints & Dispute Resolution

68. **General complaints policy:** Whether it is positive or negative, UCT Online High School encourages feedback from Adult Matric/High School learners and parents / guardians. Where this feedback is a complaint about a Programme, product, or service offering, or our conduct, we are committed to addressing the complaint in a timely and appropriate manner. All complaints are taken seriously, and every effort has been made to ensure that UCT Online High School can cater for complaints received on all levels, regardless of severity. The UCT Online High School will seek to address a complaint in a mutually beneficial and satisfactory manner, whenever reasonably possible.
69. **Lodging a complaint:** Should you wish to lodge a complaint, you are required to submit this, by sending an email to your dedicated Support Coach. We will strive to ensure that anyone giving feedback does so with the utmost courtesy and respect, and in return, we expect that anyone giving feedback or making a complaint will do so fairly and appropriately. Where we determine that a complaint is abusive, unreasonable, or an individual is unreasonably pursuing a complaint that has previously been investigated, we reserve our rights in relation to our response, and in particular, may elect not to pursue the procedure set out below.
70. **Review and investigation:** Once a complaint has been lodged, we will investigate and attempt to address the matter in question. At this stage, you may be required to provide supporting documentation or other evidence that may be relevant. We will endeavour to address complaints within six working days (although this may not always be possible). In all cases, we will maintain open channels of communication and provide feedback or updates on the progress of the investigation. If a complaint cannot be addressed at its first stage, either party may request that the



matter be looked into further. Escalations of this nature may be referred to the Head of School who may investigate the matter further, and will endeavour to recommend an outcome or course of action within four working days. Complaints that cannot be addressed at its second stage, may be referred to the Executive Head of School who will endeavour to recommend an outcome or course of action within three working days. The nature of the complaint may also determine the level at which the complaint is managed.

71. **Feedback:** Once a complaint has been fully investigated and due process followed, a course of action will be determined by the UCT Online High School. The result will either be that the complaint is upheld (in part or in full), and an appropriate form of action is taken, or, that no action is taken, in which case comprehensive feedback and reasons will be provided. This includes, but is not limited to, instances where you have not requested an outcome other than having a platform to voice your concerns.
72. **Disputes:** If a mutually satisfactory outcome, course of action, or conclusion cannot be reached following the complaints procedure, or any other kind of dispute arises between the UCT Online High School and you, then you agree that it will be resolved individually, without resorting to any form of class action, and, to the extent compliant with applicable law, exclusively by a court of competent jurisdiction, depending on where the services take place. As a consumer, you may benefit from the right to bring an action in the courts of the country in which you are resident. Nothing in these terms and conditions affects your rights to bring a claim in the courts of the country in which you are resident. To the extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, your rights and obligations, or the rights and obligations of UCT Online High School, shall be governed by, and construed in accordance with, the laws of the



Republic of South Africa. As a consumer, you may benefit from certain mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including this 'Disputes' clause, affects your rights as a consumer to rely on such mandatory provisions of local law.

73. Nothing in this section will restrict our right to apply to a competent court for relief should our intellectual property rights be violated or threatened, or where otherwise appropriate to obtain urgent, injunctive, or equitable relief.

General

74. These Terms and Conditions are a contract between you and Valenture Institute (Pty) Ltd, on behalf of UCT Online High School.
75. **Entire Agreement:** These Terms, together with the Handbooks and Policies, shall constitute the entire agreement between you and UCT Online High School, concerning application, admission, and enrolment for one or more Programmes.
76. **Regulations:** You are responsible, in your personal capacity, for adherence to all local statutory regulations and tax filing relating to application, admission, and enrolment for one or more Programmes.
77. **Revision of Terms:** We reserve the right to revise these Terms (including Policies) at our sole discretion, from time to time. These revisions will become effective immediately once posted to the Website and Online Campus, however, for all material changes to the Terms, we will take reasonable steps to notify you of such changes where the learner is enrolled for a Programme at the time when such changes come into effect. Additionally, we may send you an annual notification requesting confirmation of your acceptance of these terms. As previously stated, if you



do not agree to these terms, you will be unable to continue using our services.

78. **Conflict:** If any aspect of these Terms conflicts with any information provided on our Website or in information packs or other Qualification / Programme materials, these Terms will prevail, unless expressly stated otherwise.
79. **Severability:** In the event that any part of these Terms is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of these Terms.
80. **Assignment:** These Terms, and any rights and licences granted in terms of these Terms, may not be transferred or assigned by you, but may be assigned by UCT Online High School without restriction.
81. **No indulgence / waiver:** If the UCT Online High School chooses not to enforce any part of these Terms, this does not mean that it cannot do so at a later time. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other Term.