

By applying for any of the services offered by Saintsburg, the Client agrees to the following terms and conditions. If any term is unacceptable to you, don't apply for admission for any service.

## Terms and Conditions to have a child enrolled with one or more of the services of the Saintsburg Group of Companies

Whereas Saintsburg facilitates the enrolment of children for various educational services at various service providers, collectively referred to as Saintsburg;

And whereas the client wishes to enrol for one or more services offered:

Therefore, this document contains the wording of all the separate agreements that the Client wishes to enter into with the service providers, be it for on site or online services, depending on the Client's choice(s).

1. Further to the legal agreement between them, the Parties hereby enter into an informal partnership for the education of the Client's child or children in terms of which Saintsburg will provide the learning program, learning material and tutors whilst the parent will ensure compliance by the child with the learning program.
2. Saintsburg only provides services to Clients that acknowledge that we are in the same team regarding the education of the child. If Saintsburg, in its own discretion, feels that the parties are no longer cooperating in this endeavour, it will cancel the agreement rather than continue in a dysfunctional partnership. If a Client threatens Saintsburg in any way, whether with legal or administrative action or negative marketing, Saintsburg shall have the right to immediately cancel the agreement and render no further services to the Client or his or her child.
3. Services and Fees.  
The services required by the Client are identified online by the Classter Enrolment Process for a total fee described therein. However, the total of all agreed fees payable to the different service providers are payable to:

Saintsburg British Curriculum NPC:

First National Bank - Woodlands, branch code 250655

Cheque Account: 630 412 81162

Client Reference number: Surname and child(ren) initials

4. Definitions.

“**Client**” means the person identified in the head of the agreement, whether he receives the services personally or not.

“**Saintsburg**” means the group of companies that supplies the services offered under this agreement.

**“Saintsburg British Curriculum”** means Saintsburg British Curriculum NPO.

**“Eduanywhere”** means EduAnywhere (Pty) Ltd, a private company registered in terms of the laws of South Africa.

**“Saintsburg Online”** means Saintsburg Online (Pty) Ltd a private company registered in terms of the laws of South Africa.

**Saintsburg Edu-Village”** means Saintsburg Edu-Village (Pty) Ltd a private company registered in terms of the laws of South Africa.

**“Parties”** are the Client, and any service provider whose products or services are required in terms of this agreement through the enrolment process.

**“Property”** shall mean Saintsburg Estate situated at Plot 105, Achilles Road, Zwavelpoort, Pretoria and **“Premises”** shall have the same meaning.

**“Services”** shall mean the supply of material, administration of the child’s learning progress, tutoring or coaching of the Client, or his dependents as well as the marking of work.

**“Tutor”** shall mean any one or more the persons or companies appointed by Saintsburg to teach the Client’s child.

5. Role of Saintsburg and the Tutors.

5.1. Saintsburg is an international supplier of educational services and material. It supplies curriculae and learning material which can be used as stand alone product or that can form the basis for further studies or services. It also supplies packages including material, tutoring and marking services. Saintsburg is not a school, nor is it a cottage school but is a service provider offering different educational solutions to homeschoolers in need of educational support. Clients may choose one or more of the services or products from Saintsburg as is legal in the country of purchase or use. The client must ascertain whether the use of services or products of Saintsburg is legal in the territory of use and abide by all relevant laws and regulations.

5.2. Outside of the territory of South Africa, learning Material is supplied by EduAnywhere and inside South Africa it is sold by Saintsburg British curriculum under licence of Saintsburg Online.

5.3. Online Tutoring is supplied by Saintsburg British curriculum under licence from Saintsburg Online.

5.4. Onsite tutoring is supplied by various service providers but sold by Saintsburg British Curriculum and cubicles can be rented from Saintsburg Edu- Village.

5.5. Buildings and infrastructure is supplied by Saintsburg Edu-Village (Pty) Ltd to be used by different service providers including Co-ops and extra-curricular service providers.

5.6. Saintsburg has Christian values at its core. The Client acknowledges that he has read our mission and vision statement below or as published on our website, understands the contents thereof and will abide by it. Parents and learners who are not Christian can still be accepted at Saintsburg on condition that Saintsburg may hold and may protect others’ right to hold a Christian worldview. However, Saintsburg cannot guarantee that all tutors are Christian.

5.7. Acceptance of all students at Saintsburg is for that calendar year only and applications to be re-accepted for any subsequent year are not automatically approved.

5.8. Saintsburg may cancel the agreement and any services at any time, without good cause shown and using his own discretion, upon which event he shall immediately return any monies paid in advance for any services that have not yet been provided.

5.9. Services offered by the group may include any of the following:

- 5.9.1. Educational material.
- 5.9.2. Tutoring, onsite or online.
- 5.9.3. Marking of work.
- 5.9.4. Private tutoring.
- 5.9.5. Homework assistance in group format or individual.
- 5.9.6. Other activities.

#### Obligations and rights of the **Client**.

**The Client warrants that he/she is using the products and/or services legally.**

Saintsburg does not limit the number of products or services a client enrolls for and therefore, the Client remains responsible for the legal obligations associated with the choice to use Saintsburg's material, be it to homeschool the child or not and to make sure it adheres to all laws and regulations relevant in the territory of use.

The Client must pay the agreed tuition fees monthly in advance on the first day of the month and failure to do so shall be subject to suspension of the services without notice. No discount shall be applied for a period during which no services were provided due to late payment of the account.

The Client must buy all notes and books required by the student as this expense does not form part of the fees.

The Client shall ensure that the child is well behaved during all the tutoring sessions. The Client consents to the Tutor dismissing a child from the class or activity if he does not obey any lawful request of the Tutor. In such case no discount due to lack of service delivery shall apply.

Saintsburg has a code of conduct, set out herein below. The client hereby undertakes to ensure that his child adheres to our code of conduct.

The Client shall collect his child directly after the last tutoring session if relevant.

The Client shall be allowed to cancel the contract during the first five months of the year by giving three calendar months' notice. Any notice of cancellation given after May of any year shall have a longer notice period namely the longer of three months or 31 December of the calendar year in which the notice is given. Example: If notice is given on 1 September, the last day will be 31 December and if notice is given 1 November, the last day will be 31 January of the next year.

#### Breach.

If a Saintsburg breaches the terms of this agreement, the Client must give notice by e-mail of the breach and allow one week to rectify the breach, failing which the Client may enforce any remedy available to it by law.

Examinations.

Saintsburg do not take any responsibility for entering a student into the formal CIE or Pearson Edexcel examinations. Although we try our best to advertise and give parents advice on how to enter, it remains the parent's obligation to enrol their child for the exam he or she intends to take in a timely manner.

The parent takes note that fees are payable to the examination center and Cambridge for CIE or Pearson Edexcel exams and that no fees payable to Saintsburg goes towards these fees.

Risk, Indemnity and Consent (This paragraph is an agreement between the Client and Saintsburg.)

The Client accepts that there are risks of harm or injury when visiting the Premises, due to or in the form of amongst others, the chemical laboratory, residential dogs, wild animals including snakes and bees, a high tree house, a trampoline, a long water slide and dangerous heights.

Saintsburg, its directors and employees shall not be liable for any injury sustained by the Client or the Client's children or any loss suffered whilst on the Premises, irrespective of the cause of the injury or loss and irrespective of whether such injury or loss was caused through negligence or not.

The Client hereby indemnifies Saintsburg for any claim instituted by their child for injury or loss suffered on the Premises, irrespective of the cause of the injury or loss and irrespective of whether such injury or loss was caused through negligence or not.

The Client gives permission that photos or videos may be taken of their child in the process of creating marketing material or educational videos. These photos or videos may be used on educational websites without the need for further consent by the Client or his children.

### **Domicilium Address**

**Saintsburg** British Curriculum NPO, Saintsburg Edu-Village, EduAnywhere and Saintsburg Online chooses their physical address for notices or legal process at: 105, Achilles Street, Zwavelpoort, 0036 and email address for notices as [admin@saintsburg.com](mailto:admin@saintsburg.com)

**The Client** chooses his physical address for notices or legal process as indicated in in the enrolment documents.

### **General**

This is the full agreement between the Parties and may only be amended in writing with the requirement that it be signed by both Parties.

The agreement is entered into in Pretoria, South Africa and the South African law will be applicable on the agreement.

Substantive provisions taken up in any definitions clause shall be taken into full account as making out a substantive clause of this agreement.

The agreement shall not be interpreted favouring any Party or against the Party who was responsible to draft the agreement.

In as far as any term taken up in the main body of the agreement conflicts with a term in the enrolment documents, the enrolment documents shall take preference.

## Saintsburg Code of Conduct

Saintsburg is a Christian Tutoring Centre. Our aim is to create a safe environment where Christians can thrive. Essentially, we are conservative, trying to protect the innocence of our students. The code of conduct is not intended to be a complete list of everything to refrain from, but rather as the minimum number of rules needed for everyone to know what is expected of them to maintain harmony at Saintsburg.

### A. General Rules

1. The first rule at Saintsburg is that you may not prevent anyone else's learning. Please respect others' right to learn.
2. We should all treat each other with kindness and respect.
3. Dress code is informal but modest. Hair should not aim to draw attention. No body piercings except for modest earrings for girls are allowed. Makeup is allowed but not encouraged.
4. No form of bullying is okay – please stand up for the underdog and report any form of bullying.
5. Any legal and direct instruction from the personnel of Saintsburg must be obeyed without delay. This is to ensure safety and address situations that are not covered by the code of conduct.

### B. Further rules for on-site students

1. Saintsburg has a strict "No phone" policy as it does not want to facilitate phone dependence. Lockers are provided at reception.

Students require tablets for the uploading of work but these may not be used to watch movies, play games or take part in social media while on the premises.

2. Only platonic friendships are encouraged and the show of physical affection must be avoided at the centre.
3. Tobacco products, vapes or other drugs are prohibited on the Saintsburg premises.
4. Refrain from using foul language.
5. Don't feed the animals.
6. Students, as well as their parents, are responsible for class attendance.

### C. Further rules for online students

1. Profile pictures should be modest.
2. Messaging during tuition times should only be about the work at hand.
3. Teachers should only be contacted during working hours unless otherwise arranged.
4. Students, as well as their parents, are responsible for class attendance

### Protection of personal information.

The following terms and conditions are relevant to the protection of the information of our clients and learners:

Saintsburg will use the information of its clients and their children confidentially and only to provide the services enrolled for and communication required for such purpose or expressly agreed to.

#### **1. Introduction**

We respect the privacy of everyone who visits our website or otherwise supplies us with personal information. As a result, we would like to inform you regarding the way we would use your Personal Information. We recommend you read this Privacy Notice and Consent so that you understand our approach towards the use of your Personal Information. By submitting your Personal Information to us, you will be treated as having given your permission – where necessary and appropriate – for disclosures referred to in this policy. By using this web site, you acknowledge that you have reviewed the terms of this Privacy Notice and Consent to Use of Personal Information (the “Privacy Notice and Consent”) and agree that we may collect, use and transfer your Personal Information in accordance therewith.

If you do not agree with these terms, you may choose not to provide any Personal Information, but this may impact on our ability to support you as a customer or supplier. This Privacy Notice and Consent forms part of our Terms and Conditions of Use and such shall be governed by and construed in accordance with the laws of South Africa. This Notice explains how we obtain, use, and disclose your personal information, as is required by the Protection of Personal Information Act, 2013 (POPI Act). The Service Provider are committed to protecting your privacy impact and to ensure that your Personal Information is collected and used properly, lawfully and openly.

#### **2. Definition of Personal Information**

According to the POPI Act “Personal Information” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person.

#### **3. Collection of Personal Information**

We collect and process your Personal Information mainly to provide you with access to our services and products, to help us improve our offerings to you, to support our contractual relationship with you and for certain other purposes explained below. The type of information we collect will depend on the purpose for which it is collected and used. We will only collect information that we need for that purpose.

We collect information directly from you where you provide us with your personal details, for example when you purchase or supply a product or services to or from us or when you submit enquiries to us or contact us. Where possible, we will inform you what information you are required to provide to us and what information is optional.

Examples of information we collect from you are:

- name
- address
- email address
- telephone/cell number
- user-generated content, posts and other content you submit to our website

We also collect information about you from other sources as explained below.

With your consent, we may also supplement the information that you provide to us with information we receive from other companies in our industry to offer you a more consistent and personalized experience in your interactions with The Service Providers

#### **4. Collection of Non-Personal Information**

We may automatically collect non-Personal Information about you such as the type of internet browsers you use or the website from which you linked to our website. We may also aggregate details which you have submitted to the site (for example, the products or services you are interested in). You cannot be identified from this information, and it is only used to assist us in providing an effective service on this web site. We may from time-to-time supply third parties with this non-personal or aggregated data for uses in connection with this website.

#### **Cookies policy**

We use the term “cookies” to refer to cookies and other similar technologies covered by the POPI Act on privacy in electronic communications.

- What is a cookie?**

Cookies are small data files that your browser places on your computer or device. Cookies help your browser navigate a website and the cookies themselves cannot collect any information stored on your computer or your files. When a server uses a web browser to read cookies they can help a website deliver a more user-friendly service. To protect your privacy, your browser only gives a website access to the cookies it has already sent to you.

#### **□ Why do we use cookies?**

We use cookies to learn more about the way you interact with our content and help us to improve your experience when visiting our website. Cookies remember the type of browser you use and which additional browser software you have installed. They also remember your preferences, such as language and region, which remain as your default settings when you revisit the website. Cookies also allow you to rate pages and fill in comment forms. Some of the cookies we use are session cookies and only last until you close your browser, others are persistent cookies which are stored on your computer for longer.

#### **□ How are third party cookies used?**

For some of the functions within our websites we use third party suppliers, for example, when you visit a page with videos embedded from or links to YouTube. These videos or links (and any other content from third party suppliers) may contain third party cookies and you may wish to consult the policies of these third party websites for information regarding their use of cookies.

#### **□ How do I reject and delete cookies?**

We will not use cookies to collect personally identifiable information about you. However, should you wish to do so, you can choose to reject or block the cookies set by the websites of any third party suppliers by changing your browser settings – see the Help function within your browser for further details. Please note that most browsers automatically accept cookies so if you do not wish cookies to be used you may need to actively delete or block the cookies.

You can also visit [www.allaboutcookies.org](http://www.allaboutcookies.org) for details on how to delete or reject cookies and for further information on cookies generally. For information on the use of cookies in mobile phone browsers and for details on how to reject or delete such cookies, please refer to your handset manual. Note, however, that if you reject the use of cookies you will still be able to visit our websites but some of the functions may not work correctly.

### **5. How we use your information**

We will use your Personal and Non-Personal Information only for the purposes for which it was collected or agreed with you, for example:

□ Analyse the effectiveness of our offerings, advertisements and communication

□ Collect information about the device you are using to view the site, such as your IP address or the type of Internet browser or operating system you are using, and link this to your Personal Information to ensure that the site presents the best web experience for you.

- Evaluate the use of the site, products and services.
- For audit and record keeping purposes
- For market research purposes
- For monitoring and auditing site usage
- Help speed up your future activities and experience on the site. For example, a site can recognise that you have provided your Personal Information and will not request the same information a second time.
- In connection with legal proceedings
- Make the site easier to use and to better tailor the site and our products to your interests and needs
- Offer you the opportunity to take part in events and holiday programs
- Personalise your website experience, as well as to evaluate (anonymously and in the aggregate) statistics on website activity, such as what time you visited it, whether you've visited it before and what site referred you to it
- Suggest products or services (including those of relevant third parties) which we think may be of interest to you
- To assist with business development
- To carry out our obligations arising from any contracts entered into between you and us
- To conduct market or customer satisfaction research or for statistical analysis
- To confirm and verify your identity or to verify that you are an authorised customer for security purposes
- To contact you regarding products and services which may be of interest to you, provided you have given us consent to do so or you have previously requested a product or service from us and the communication is relevant or related to that prior request and made within any timeframes established by applicable laws.
- To notify you about changes to our service
- To respond to your queries or comments
- We will also use your Personal Information to comply with legal and regulatory requirements or industry codes to which we subscribe or which apply to us, or when it is otherwise allowed by law.
- Where we collect Personal Information for a specific purpose, we will not keep it for longer than is necessary to fulfil that purpose, unless we must keep it for legitimate business or legal reasons. In order to protect information from accidental or malicious destruction, when we

delete information from our services we may not immediately delete residual copies from our servers or remove information from our backup systems.

You can opt out of receiving communications from us at any time. Any direct marketing communications that we send to you will provide you with the information and means necessary to opt out.

## **6. Disclosure of Personal Information**

We may disclose your Personal Information to our business partners who are involved in the delivery of products or services to you. We have agreements in place to ensure that they comply with these privacy terms.

We may share your Personal Information with, and obtain information about you from:

- Third parties for the purposes listed above;
- Other schools when we believe it will enhance the services and products we can offer to you, but only where you have not objected to such sharing;
- Other third parties from whom you have chosen to receive marketing information.

We may also disclose your information:

- Where we have a duty or a right to disclose in terms of law or industry codes
- Where we believe it is necessary to protect our rights.

## **7. Personal Information Security**

We are legally obliged to provide adequate protection for the Personal Information we hold and to stop unauthorised access and use of personal information. We will, on an on-going basis, continue to review our security controls and related processes to ensure that your Personal Information is secure.

Our security policies and procedures cover:

- Acceptable usage of personal information;
- Access to personal information;
- Computer and network security;
- Governance and regulatory issues;
- Investigating and reacting to security incidents.

- Monitoring access and usage of personal information;
- Physical security;
- Retention and disposal of information;
- Secure communications;
- Security in contracting out activities or functions;

When we contract with third parties, we impose appropriate security, privacy and confidentiality obligations on them to ensure that Personal Information that we remain responsible for, is kept secure.

We will ensure that anyone to whom we pass your Personal Information agrees to treat your information with the same level of protection as we are obliged to.

#### **8. Access to your Personal Information**

You have the right to request a copy of the Personal Information we hold about you. To do this, simply contact us at the numbers/addresses listed on our home page and specify what information you would like. We will take all reasonable steps to confirm your identity before providing details of your personal information.

Please note that any such access request may be subject to a payment of a legally allowable fee, as laid down in our POPI Act Policy.

#### **9. Correction of your Personal Information**

You have the right to ask us to update, correct or delete your personal information. We will take all reasonable steps to confirm your identity before making changes to Personal Information we may hold about you. We would appreciate it if you would take the necessary steps to keep your Personal Information accurate and up to date by notifying us of any changes we need to be aware of.

#### **10. Retention of personal data**

The Service Providers will retain your data in compliance with the POPI Act and in compliance with other applicable legislation.

## **11. Automated Decision Making**

The Service Providers does not use Automated Decision Making in connection with your personal data.

## **12. Right to object**

In terms of the POPI Act (POPIA) section 18. (h) (iv) you have the right to object to the processing of personal information as referred to in section 11(3) of the POPIA.

## **13. Right to lodge a complaint**

In terms of the POPI Act (POPIA) section 18. (h) (v) you have the right to lodge a complaint to the Information Regulator (South Africa) (IRSA). The IRSA contact details are:

<https://www.justice.gov.za/inforeg/contact.html>

JD House, 27 Stiemens Street

Braamfontein, Johannesburg, 2001

P.O Box 31533

Braamfontein, Johannesburg, 2017

Complaints email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

## **14. Changes to this notice**

Please note that we may amend this notice from time to time. Please check our website periodically to inform yourself of any changes.

## **15. How to contact us**

If you have any queries about this notice or believe we have not adhered to it or need further information about our privacy practices or wish to give or withdraw consent, exercise preferences or access or correct your personal information, please contact us at [admin@saintsburg.com](mailto:admin@saintsburg.com)