



## **TERMS AND CONDITIONS**

**This document has been developed to protect you, (the Client/Student, Parent/Guardian and our Institution, "WE LIVE AND WE LEARN") from any unlawful acts as stipulated below.**

**Please note the relevant definitions extracted from section 35 of the Protection of Personal Information Act 4 of 2013, referred to as the "POPI Act" for ease of reference below.**

**"Child"** - means a natural person, under the age of 18 years, who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning himself or herself.

**"Competent person"** - means any natural person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child.

**"Consent"** - means any voluntary, specific and informed expression of will, in terms of which permission is given for the processing of personal information.

**"Personal information"** - relates to an identifiable, living, natural person or juristic in terms of:

(i) Race, Gender, Sex, Marital Status, Nationality, Ethnic or Social Origin, Colour, Sexual Orientation, Age, Physical or Mental Health, Disability, Religion, Belief(s), Conscience, Culture, Language and Birth of a person,

(ii) Information relating to education, medical and financial history,

(iii) Information relating to contact number, email address, physical address, biometric, correspondences exchanged, and any resulting or information regarding a child's academic profile.



**Disclaimer:**

1. At our Institute, "WE LIVE AND WE Learn", we have created a platform through which we provide an Educational Service in the form of "online tuition" which is meant to supplement the teaching that takes place in the mainstream educational schooling environment. Please note that this service is NOT meant to replace the teaching which takes place during the schooling hours in the mainstream school environment, as this platform is NOT a homeschooling medium.
2. Our educators are all highly qualified in their areas of specialty and are all familiar, have been trained and are currently practicing the new CAPS Curriculum as set out by the National Department of Education.
3. Our Career Development platform is aimed at providing guidance to students looking for more insight with regards to the career or post school path they are considering. We provide a link between students and SME's (Subject Matter Experts), people who have years of experience and have achieved many accolades in their respective fields, who will share their day to day experiences, challenges and the rewards of their career with the aim of providing a true perspective of the career, allowing learners to acquire a complete understanding, so as to make an informed decision when choosing their courses at (Grade 09) or Tertiary fields of study, which would impact their occupation at a later stage.  
Please note that this career development platform is designed to be informative and in no way meant to influence the decision of a student's career choice.
4. Our service is rendered via a "Virtual Platform" and therefore requires a stable internet connection to benefit fully from the service. Our Company has invested in all the necessary equipment to ensure that there is a stable internet connection on our side and therefore cannot be held liable in terms of a refund or repeat session should the student(s) internet connection be unstable. While we have taken all the necessary precautions on our side to ensure an uninterrupted service, there may be an event that occurs due to an unforeseen circumstance, in which we will then make the necessary arrangements to reschedule the interrupted session should the connection issue occur on our side.



The following relevant laws below, have been consulted, referenced and adapted to create and implement a legally binding document, in which each and every client (the student) and parent/ guardian will sign upon registration.

**Relevant Laws:**

- (i) Protection of Personal Information Act (POPI Act) 4 of 2013, section 35.
- (ii) The Constitution of the Republic of South Africa, 1996, section 14, “Everyone’s right to privacy”
- (iii) Children’s Act 38 of 2005

**What does the POPI Act entail?**

The main purpose of the POPI Act is to:

- Give effect to everyone’s right to privacy as enshrined in the South African Constitution,
  - Facilitate the balance between the right to privacy with other rights, such as the right to access information,
  - Safeguard important interests such as the free flow of information within the Republic and International borders.
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- The POPI Act makes allowances for schools and other learning Institutes the right to handle personal information for administrative purposes.
  - The POPI Act has a set of standards that impact on how personal data is collected, handled and disposed of within the School/ Learning Institute.
  - Please refer to the Popi Act 4 of 2013, section 35 which is attached, for a detailed description of what this Act entails.



## **Communication Policy at We Live and We Learn**

**All tuition sessions and communication between students and tutors or the Institute and parents/ guardians will be regulated through the website, email and on the business WhatsApp in the English Home Language.** The Operations Officer is responsible for regulating this communication and will notify the respective tutor should a student require further help or clarity on a matter outside of a booked session. Students or parents/ guardians will not be allowed to request the direct contact information of our educators or SME's. Should there be a need to seek clarity on any matter, students or parents/ guardians must follow the procedure explained below:

1. **Request for help/ clarity from a tutor outside of a booked session:**

The student can send an email or WhatsApp to our operations officer and the matter will be forwarded to the respective tutor. The tutor will resolve the matter and the relevant response will then be sent to the student by the operations officer.

2. **Parent/ Guardian seeking feedback or inquiring on services:**

A parent can only send through an email requesting feedback or inquiring on services as this needs to be on record for the purpose of protecting both parties. **No WhatsApp inquiries will be entertained from parents/ guardians.**

3. **Scheduling and changes made to booked sessions:**

All confirmations of booking and payments will be done via the website and the official email from We Live and We Learn. Please note if a parent uses their personal email to register their child and as the primary contact for communication, especially in the case of a primary school student or a student that does not possess their own email address, then it is the responsibility of the parent/ guardian who's email is listed to update the student when bookings are confirmed for a session and if any changes have been made to the schedule i.e. The group session which your student has booked is being moved to a different time slot because of capacity or being postponed due to connection issues or load shedding. The institute cannot be held liable if the student was not informed by a parent/ guardian timeously of the changes and the session which was booked cannot be reimbursed in cash or by moving the learner to another slot. The student will have to find another slot for the same topic or book a one on one session to make up for that topic.



These terms of use discussed above constitute for a legally binding Agreement between you, the student and the parent(s)/ guardian(s), whether personally or on behalf of an entity and We Live and We Learn (“company”, “we”, “us”, or “our”), concerning your access to and the use of the We Live and We Learn website as well as any other media form, media channel, mobile website or mobile application related, linked or otherwise connected thereto (collectively, the “site”).

You are agreeing that by accessing the site, you have read, understood and agree to be bound by all of these terms of use, and you as the student and parent/ guardian consent to some sessions being recorded for the purpose of using these videos via links or uploads as resources to students.

**IF YOU DON NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSIVELY PROHIBITED FROM USING THE SITE, BOOKING ONLINE SERVICES AND UTILISING THE RESOURCES LOADED ON THIS SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

If you are found to be guilty of any misuse of our site or if your interaction via the online tuition platform or towards a tutor is unbecoming of a student or if you are causing any disruptions to a session, then you will be disconnected from the current session, your profile will be blocked on the website and you will not be able to book any further sessions or have any interaction with our website or tutors.

Please note if a student is found guilty of one or more of the misconducts listed above then any their profile will be terminated immediately and any paid sessions which may be confirmed for after the date of termination will be non- refundable as this will be used to compensate for the loss of the space the student has occupied which the company is unable to fill on short notice.



Please continue to the last page of this document to sign this Contractual Agreement between you (Student), Parent/ Guardian (in the event if the student is younger than 18 years of age) and the Company (We Live and We Learn).

I, \_\_\_\_\_ (Students full name and surname) agree to the terms and conditions set out above and I am fully aware of the repercussions if I violate any conditions as set out in the document and I accept the action that will be instituted by We Live and We Learn.

Students signature: \_\_\_\_\_ Date: \_\_\_\_\_

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I, \_\_\_\_\_ (Parent/ Guardian full name and surname) of \_\_\_\_\_ (Students full name and surname) agree to the terms and conditions on this document and vow to monitor my child/wards usage of this site. I agree that the repercussions in the event of my child/ward breaching any terms of this contract is fair and can be instituted against him/ her immediately.

Parent/ Guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_