



Qualification Terms and Conditions

THESE TERMS AND CONDITIONS ARE APPLICABLE TO 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 ST STITHIANS ONLINE SCHOOL DOCUMENTATION CAN ALSO BE CONSIDERED INTERCHANGEABLE (E.G. THE "PARENT PORTAL" WOULD BE APPLICABLE TO ANY OF THE ABOVE MENTIONED PARTIES).

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 OR BE ADMITTED TO A QUALIFICATION /PROGRAM OR USE OUR SERVICES.

Welcome to St Stithians Online School!

Please be advised that applications for admission to a qualification offered at St Stithians Online School (SSOS) in collaboration with Valentre Institute ("School") are bound by these Qualification Terms and Conditions as well as the Handbooks, and any additional policies, specific to the Qualification(s) offered through the respective collaboration.

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



1. Each of the Qualifications we offer is awarded by a recognition/examination/awarding/accreditation body, and some wording and phrases used in Qualification delivery may differ depending on the rules and standards of the respective body.
2. By agreeing to these Terms, you consent to the following policies applicable to, and accessible on our websites (including the website at www.ststithiansonlineschool.com), all our Online Campuses, and such other URLs that we may indicate from time to time ("Website/s")), which are incorporated by reference into these Terms: Privacy Policy, 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 the School in collaboration with Valenture Institute, you also agree to be bound by the terms in the Handbooks and policies available on the Handbooks page of the website.
3. If participation in a Qualification is being paid for by a third party, then that third party will be bound by all provisions in these Terms (including payment provisions), the Student Handbook and the Fees Handbook.

Accessing The School

4. **Acceptance:** By clicking on the "Agree" button when applying, you agree to yourself and the applicant being bound by these "Terms", which include, by reference, the Policies.
5. **Accurate information:** All information (including personal information) provided to us on application, admission, on creating an account, or while accessing School services and Qualifications, 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.
6. **License:** Subject to these Terms, and the payment of any applicable fees, we grant you a limited, personal, non-exclusive, non-transferable and revocable license to use



our services and products, including all services associated with our Qualifications, and the Online Campus through which Qualification content is accessed.

7. **Suitability of Qualification:** Before applying to the School, it is the responsibility of the parent(s)/guardian(s) and applicant to do the necessary research to satisfy themselves as to the relevance and suitability of the Qualification for your requirements including articulation requirements for university entrance, through consideration of the information supplied through our Websites, and asking questions, if necessary. The School cannot assure or guarantee admission or articulation of any student into university or any other further education institution.
8. **Commencement of Qualification:** You will only receive confirmation of your admission for a Qualification, and be enrolled onto the Online Campus, once you have made the required minimum payment for the Qualification (unless otherwise specifically stated in the information pack relevant to your Qualification). There may also be a delay of access to the Online Campus until you are formally enrolled in our records, or until the Qualification commencement date.
9. **Minors:** If you are under the age of 18 years you must be assisted by, and have the consent of your parent or legal guardian. By applying you confirm that you have been assisted by your parent/guardian and they have consented to the application on the Site and payment for the qualification(s).
10. **Accessibility statement:** The 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 students, including those with disabilities, as more fully described below:
 - **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.
 - **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.

- **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 student experience is not unduly compromised.
- **Accessibility requests:** If you experience any difficulty in accessing any aspect of the Website or Online Campus, or would like further insight into our accessibility accommodations, please don't hesitate to contact your Student Success Team. The School reviews all requests for disability-related accessibility accommodations and is resolved to taking commercially reasonable steps to extend the Online Campus' functionality to accommodate all our students.

Admission and Qualification requirements

11. **Application online:** applications must be completed online for admission to Qualifications through the links available on our website. Applications are reviewed according to the admission requirements and applying in no way automatically guarantees that you will be offered a place to study at the School.
12. **Admission requirements:** all applications are reviewed by the Admissions Team according to set admissions criteria and under the prescripts of the School's Admission Policy. We reserve the right, in our sole discretion, to deny admission.
13. **Identification:** At the point of application you are required to submit a copy of your official identity document, 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. The School may make use of a third-party identity verification service. Non-submission of valid identification in accordance with standard verification processes may result in your



certificate being withheld upon completing a Qualification successfully. If you undergo a name change during the presentation of a Qualification, you will be required to communicate this to your Mentor, who will advise you on the process that needs to be followed. The name provided by you in the document that you have submitted will be the one that appears on any certificate that may be issued to you on successful completion of a Qualification.

14. **Additional requirements:** Please note that Google, Vimeo and Youtube may be used in our Qualification delivery, and if these services are blocked in your jurisdiction, you may have difficulty in accessing Qualification content – we strongly recommend that you check with us before applying for a Qualification if you have any concerns about this affecting your experience with the Online Campus.
15. **Third-party Records:** we are obligated to provide student information to our accreditation partners and the relevant recognition/examining/awarding/accreditation body of your Qualification for purposes solely related to the offering of the qualification.
16. Further detailed information on qualification and enrollment requirements are contained in the Student Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.

Qualification delivery

17. All Qualifications are designed and developed according to the specifications and standards of the relevant recognition/examining/awarding/accreditation body. The delivery of the Qualification is administered by the School, via its Online Campus. This delivery encompasses the services delivered by all members of the Student Success team and Faculty.
18. Further detailed information on Qualification delivery is contained in the Student Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.



Qualification assessment

19. All Qualifications include continuous assessment and examinations that must be written at a physical venue (unless stipulated otherwise for a specific Qualification).
20. Further detailed information on Qualification assessment is contained in the Student Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.

Examinations

21. Examinations are classified as a summative form of assessment for a subject and Qualification and they are set by the recognition/examination/awarding or accreditation body for the subjects and qualifications that you are enrolled for. Unless stipulated otherwise, each subject and Qualification requires you to undertake a prescribed number of examinations.
22. Further detailed information on examinations at the School is contained in the Student Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.

Certification

23. Any certificates or statement of results will be issued by the relevant recognition/examination/awarding/accreditation body of the Qualification in accordance with their rules (unless stipulated otherwise, and only where the awarding requirements have been met).
24. Further detailed information on certification is contained in the Student Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.



Student conduct

25. All students are required to adhere to a Code of Conduct which must be accepted in the Orientation Course for each Qualification. A breach of the Code of Conduct will constitute a breach of this Agreement.
26. Further detailed information on student conduct is contained in the Student Handbook, other policies referred to in the Student 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.

Pricing, payment and delivery

27. In order to apply to be accepted at the School, a non-refundable application fee is required and, if the application is accepted, we require the payment of a non-refundable academic placement fee (within two weeks from receipt of notification of acceptance) which guarantees a child's place and indicates acceptance to study at the School. An additional non-refundable Boutique Campus Placement Fee is required (within two weeks from receipt of notification of acceptance) for students who would like to attend a Boutique Campus.
28. When you accept an offer to study one or more Qualifications by paying the requisite academic placement fee (and if applicable the Boutique Campus Placement Fee), you agree to pay the applicable Qualification (tuition) fees and such other amounts that may be due by you arising from your participation in the Qualification(s).
29. Commencement of study will not be allowed until the placement fees and first qualification fee have been paid.
30. You also hereby acknowledge and consent to us contacting you about payments due by you for a Qualification or in terms of these Terms as well as the other terms and conditions referred to in the Student Handbook/Fees Handbook, by way of email, text message, telephone calls, or other means as determined by us. Where a student



is under the age of 18, All communication relating to payment will be directed to a student's parent(s)/guardian(s).

- 31. Further detailed information on pricing, payment and delivery is contained in the Fees Handbook and made available via the Student Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.**

Cancellations and Leave of Absence

32. We reserve the right to cancel the offering of a Qualification if there is insufficient demand, as determined by us in 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.
33. The Student Handbook and the Fees Handbook, made available via the Student Handbook, contains comprehensive information about enrolment cancellations and student leave of absence, the content of which constitutes terms and conditions that must be adhered to by the applicable party.

Limitation of liability and indemnity

34. **No liability for Qualification outcomes:** We will not, under any circumstances, be liable for any costs, claims or damages that you may sustain or suffer as a result of applying, being enrolled for and/or participating in any Qualification or other service offered by us which is not relevant, suitable or does not meet yours and/or any relevant academic institution, industry or commercial body's requirements. Under no circumstances do we guarantee your suitability for a particular Qualification 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 Qualification you are not able to obtain admittance into another educational institution, your chosen



field of study, or any other outcome you may believe completing a Qualification will assist you to attain.

35. **Limitation of liability:** To the maximum extent permitted by law, you agree that we will not be liable for any cost, claims, 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, your participation in a Qualification, or termination of a Qualification for any reason, whether or not anyone anticipated or should have anticipated that damages would occur. In no event shall the School's 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.
36. **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 School and that these limitations are an essential basis to our ability to make services available to you on an economically feasible basis.
37. **Time constraint:** You agree that, to the extent permissible by applicable law, any cause of action related to these Terms or School's services or Qualifications must commence within 1 year after the cause of action comes into being. If not, such cause of action shall be permanently barred.
38. **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 Qualification. This indemnity includes claims arising from your use of the Online Campus in a way that does not comply with these Terms, or if we transfer your profile to another person, or if another person accesses your 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 School Website or Online Campus

39. **Interruption of service:** You acknowledge and agree that from time to time, the 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.
 - 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.
40. **No breach:** Such interruption to the accessibility of the 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 to you for any costs, claims or damages that you may sustain or suffer as a result of any interruption, inoperability or inaccessibility of the School Website and/or Online Campus.
41. **Security:** We will use reasonable commercial measures to secure our system and your 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 undertake to notify us immediately of any compromise or unauthorised use of your account.



Intellectual property

42. **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 and all other works (including trading marks and names) contained on the Website or Online Campus or otherwise provided to students by the School, 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 Qualifications will not in any way result in an assignment or license of any intellectual property owned by us or any other party.
43. **Student content:** The services and Qualifications may enable you to share your own content, including assignments, with the School, Teachers, Facilitators, the Student Success Team, and fellow students. You retain all intellectual property rights in and are responsible for the content that you share, however you specifically agree and consent that we and the relevant recognition/examination/awarding/accreditation body applicable to your Qualification shall be entitled to use (in our discretion) all content shared by you on our Online Campus for internal research and development, quality assurance, Qualification improvement and non-commercial purposes. In relation to specific Qualifications, a policy statement on intellectual property sharing may be included in the Online Campus for further guidance to you in the sharing of your ideas and assignments. Ultimately, it is your responsibility to ensure the proper protection of your student intellectual property – if your student intellectual property will be best protected by way of trade secret, or you have not filed for protection of your protectable intellectual property, then non-disclosure may be an essential 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 students.
44. **Photographs, images, or videos:** It is the custom of the School, to include photographs, images, and videos of Students in the School's promotional material such as the prospectus, the website and social media platforms. The School reserves



the right to film educational lessons/extra-curricular activities to provide professional development and educational feedback. We do not disclose the home address of the Student without the Parents/Guardians' consent. If the Parents/Guardians' do not want the Student's photograph or image to appear in any of the School's promotional material, they must make sure the Student knows this and must notify the Head in writing immediately, requesting an acknowledgement of their letter.

Warranties and disclaimers

45. **Disclaimers:** To the extent permissible under applicable laws, all services, Qualifications 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 Qualification content or the fitness of the Qualification content for the purpose for which you acquired it.
46. **Warranties:** You warrant that all and any information that you provide to us, in accordance with this Agreement, in order to apply for a Qualification or otherwise, is true and accurate.

Termination of participation in a Qualification

47. **Modifying and terminating services:** We are constantly changing and improving our services and Qualifications. We may add or remove functions, features, or requirements, and we may suspend or stop our service altogether, giving enrolled students reasonable prior notice of any material changes. You may also discontinue your use of our services and Qualifications at any time.
48. **Breach:** If you 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 your participation in the Qualification for



which you are enrolled, and you will not be entitled to a refund of any portion of the Qualification fee. We shall furthermore be entitled to immediately suspend your access to the Online Campus in the event of a material breach of these Terms, as determined in our sole discretion, pending an investigation into the relevant conduct.

49. **General complaints policy:** Whether it is positive or negative, the School encourages feedback from students and parents. Where this feedback is a complaint about a Qualification, 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 the School can cater for complaints received on all levels, regardless of severity. The School will seek to address a complaint in a mutually beneficial and satisfactory manner, whenever reasonably possible.

Complaints and dispute resolution

50. **General complaints policy:** Whether it is positive or negative, the School encourages feedback from students and parents. Where this feedback is a complaint about a Qualification, 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 the School can cater for complaints received on all levels, regardless of severity. The School will seek to address a complaint in a mutually beneficial and satisfactory manner, whenever reasonably possible.
51. **Lodging a complaint:** Should you wish to lodge a complaint, you are required to submit this to the School by sending an email to your dedicated Student Success Mentor or, if you are not enrolled in a qualification, info@ststithiansonlineschool.com. We will strive to ensure that anyone giving feedback is treated 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.

52. **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 3 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 recognition/examination/awarding/accreditation body for the relevant Qualification who may investigate the matter further and may recommend an outcome or course of action.
53. **Feedback:** Once a complaint has been fully investigated and due process followed, a course of action will be determined by the 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.
54. **Disputes:** If a mutually-satisfactory outcome, course of action, or conclusion cannot be reached following from the complaints procedure, or any other kind of dispute arises between the School and you, then you agree that it will be resolved individually, without resort 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 the 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.

55. 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

56. **Valenture Institute's details:** Valenture Institute is a school trading under Valenture OP CO UK Limited, a company registered in the United Kingdom with its address at 100 Brompton Road, London, SW3 ER.
57. For students taking Qualifications, these Terms and Conditions are a contract between you and Valenture Institute, for the St Stithians Online School offering
58. **Entire Agreement:** These Terms, together with the Student Handbook, Fees Handbook, Code of Conduct and Policies, shall constitute the entire agreement between you and the School concerning your application, admission and enrollment for one or more Qualifications.
59. **Regulations:** You are responsible, in your personal capacity, for adherence to all local statutory regulations and tax filing as relating to your application, admission and enrollment for one or more Qualifications.
60. **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 being 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 if you are enrolled for a Qualification at the time when such changes



come into effect.

61. **Conflict:** If any aspect of these Terms conflicts with any information provided on our Website or in information packs or other Qualification materials, these Terms will prevail unless expressly stated otherwise.
62. **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.
63. **Assignment:** These Terms, and any rights and licenses granted in terms of these Terms, may not be transferred or assigned by you but may be assigned by the School without restriction.
64. **No indulgence/waiver:** If the 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.

Date of last amendment: 21 May 2020