



Conditions of Enrolment

2024

Disclaimer

This document serves as a comprehensive guide to the rules, regulations (including academic regulations), procedures, and requirements for enrolment at Eduvos (Pty) Ltd, previously known as Pearson Institute of Higher Education (Pty) Ltd, referred to herein as "the Institution." References to any program, module, or course within this document specifically pertain to Eduvos-offered programs, modules, or courses.

The Terms and Conditions outlined in this Conditions of Enrolment are integral to the student contract with the Institution and are binding on both the student and/or sponsor (including a corporate sponsor). They should be read together as part of the enrolment terms with Eduvos (contract of enrolment). Any reference to the Agreement within this document includes the Application Form, Academic Calendar, Academic Planner, Conditions of Enrolment, and terms of enrolment signed with the Institution, considered collectively as one document. In case of conflict between the contract of enrolment and these Conditions of Enrolment, the Contract prevails to the extent of such a conflict.

We strongly advise reading this document thoroughly to understand the Conditions of Enrolment, which delineate the expected behaviour of an Eduvos student, and the repercussions should the student fail to comply.

These terms and conditions ("Terms and Conditions") are subject to periodic updates by the Institution. Students will receive notifications regarding any changes, available on the Student Learning Management System ("LMS") and our website (www.eduvos.com).

It is the student's responsibility to regularly check MyLMS for any updates to these Terms and Conditions. Students should familiarise themselves with any changes and comply accordingly. Please note clause 1.1 of the enrolment contract ("Agreement"), confirming that the Conditions of Enrolment are to be read in conjunction with the Agreement.

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1. General Conditions of

Enrolment with Eduvos

1.1 Enrolment

We are extremely excited and privileged that you have chosen Eduvos as your partner in higher education. Each of our 12 campuses are equipped to assist you as you embark upon this adventure with us. All information will be provided to you in due course insofar as required documents, guidelines, and any other information to help you gear up for the year ahead.

We do understand that sometimes life can get in the way of even the most perfect of plans. With this in mind, and in special circumstances, you may be permitted, prior to a module's commencement, to defer (postpone) a module to the next academic block in which it is offered. When deferring a module, take note that certain modules have prerequisites and/or corequisites, which may result in both modules being postponed. This could have an impact on the duration of your studies in that the duration of studies may be extended. The modules being deferred will be credited from the financial account and must be re-enrolled and re-contracted when enrolled for again. You hereby waive any claim you may have against Eduvos in the event of a delay as a result of the above.

What Classifies as Special Circumstances?

Students who intend to suspend their studies due to illness or circumstances beyond their control are required to

submit a written request for approval for an interruption in study period to the relevant Academic and Student Experience Manager (ASEM). Such decisions will be at the sole discretion of the Institution, must be supported by written documentation and will be communicated to the student in writing.

2. Payment Method

Students/sponsors are liable to pay the programme fees as set out in clause 2 of the Terms of Enrolment entered into with the Institution by way of any of the following methods:

- Debit order – This payment method is preferred by the Institution as it is convenient for both the student/sponsor and the Institution. Sign up for a debit order directly on our website at www.eduvos.com/debit-order-form/. In situations where the debit order returns, students/sponsors will be liable for bank costs.
- Bank loans/Bursaries – Details of the major financial institutions, as well as alternative funding providers that provide student loans, are available on the www.eduvos.com/admissions/funding-options/ website at www.eduvos.com/admissions/funding-options/. If you have a bursary, it is the student's obligation to follow up on payment thereof to the Institution. Non-

payment will lead to suspension of studies.

- Direct payment/Electronic bank transfer – Upfront payment made directly into the Institution's bank account. The account details are available from the financial offices on all campuses, and all official financial correspondence such as the Quote and Account Statement.
- Credit card on campus at the Finance Office.
- PayGate - Online payments can be found at www.eduvos.com/paygate.
- Zapper - The Eduvos Zapper QR code can be found on the Account Statement as well as on campus.

All payments must be made in South African Rand (ZAR). No foreign cheques or currency will be accepted. No cash payments will be accepted. The Institution ID (student number) must be used as the payment reference for all payments. This will ensure the correct allocation of funds. The Institution will not be liable for any incorrect allocation of payment as a result of the incorrect student number being used.

Q: I am already enrolled, and I am experiencing difficulties in paying my tuition. What must I do?

A: Eduvos is committed to your education and will only suspend students as a last resort. Should you find yourself in financial difficulty, please reach out to your Credit Controller to discuss the best way forward, or please refer to the funding options located on our website. You may follow the links to

obtain advice and even be assisted with your student loan application:

<https://www.eduvos.com/admissions/funding-options/>.

2.1 Overdue Payments

- Should payment not be made by the student/sponsor to the Institution in accordance with clauses 3.2 and 3.3 ('Due Date') of the terms of enrolment, the account will be classified as overdue.

Point of Clarity: Remember that the Agreement signed with Eduvos provides that all fees must be settled in advance as an upfront payment or by way of monthly instalments.

- Payments not received by the Due Date may result in the following:
 - The Institution will charge interest on all overdue payments on a monthly basis at the prime interest rate plus 2% per annum compounded monthly, calculated from the Due Date of payment until the date of final payment (both days inclusive).
 - The Institution reserves the right to remove the student from the programme or to suspend the student's participation in the programme. Such a decision shall be at the sole and absolute discretion of Eduvos. In the event that the student is suspended from the programme, then such student will not be permitted to access any aspect of the programme. The student has until the end of week 1 of the following block to make payment, failing which their studies may be terminated. In order to recommence, fees are to be paid in

full and a new enrolment contract shall be signed.

- In addition to the above, the Institution may withhold results and/or suspend the student from the Institution (as mentioned above). Should this occur, the student may be unable to loan books from the resource centre as from the date after the payment was due until the outstanding payment is received.
- Possible legal action will be taken, where appropriate, the cost of which will be for the student's account. For the avoidance of doubt, this may include collection commission as well as legal costs (on the scale as between attorney-and-own-client scale), which may be incurred by the Institution in enforcing its claim against the student/sponsor.
- Returning students who have fees outstanding should settle all fees pertaining to previous blocks and/or academic years the Institution reserves the right to withhold academic results in such cases.

Q: I am concerned that I may miss a payment in the future. What will happen to me (as a student) should this occur, and what can I do to avoid this?

A: Should you miss a payment, the Institution reserves the right to temporarily suspend your studies until your account is brought up to date. This measure is implemented to prevent the escalation of your debt. To address the situation proactively, we strongly encourage you to communicate with

the Credit Controller on your campus before any payment issues arise. Our aim is to collaborate with you in exploring viable alternatives, such as securing a student loan through a bank or an alternative funding provider. Timely communication is crucial, and we urge you to reach out to us before the situation reaches a critical point. Your cooperation is essential for us to provide the assistance you may require.

Q: I owe R15 500.00. Will I be able to start classes at the commencement of the block?

A: Students are required to settle prior year fees before being able to commence with a new year of studies. Should this not be possible, alternative funding providers may be able to assist the student with a study loan covering the new year's fees as well as accumulated debt from prior years of studies.

In the case of a student being financially suspended, the student's attention is drawn to the fact that this will amount to an interruption of studies. The student has until the end of week 1 of the following block to make payment, failing which their studies may be terminated. In order to commence, fees are to be paid in full and a new enrolment contract shall be signed.

A student's studies can be academically interrupted by a student for a maximum duration of four months during the entirety of the programme period. If the student requires more than four months, they should be referred to the head of the faculty for academic evaluation and approval. If the four-month period has been reached, the student's contract will be cancelled following which 5.3 shall apply.

3. Discounts

3.1 Discounts

Please refer to the Institution's Discounts Policy for the qualifying criteria available from any campus.

3.2 Sibling Discount

For students who have one sibling at the Institution, the total tuition fees of the sibling with the lower fees will be discounted by 10%. If there are more than two siblings at the Institution, the sibling with the highest fees will pay in full while all other siblings will receive a 10% discount each.

For the sake of clarity in this regard, this clause shall only apply where such application for a student sibling discount is received by the Institution within the first four weeks of the programme's academic start date. Any application received after this four-week period will be rejected.

Note that all discounts mentioned above are only applicable to students with no outstanding or overdue fees or payments.

Point of Clarity:

If you have siblings who have completed their school education and are considering pursuing further studies, encourage them to enrol with Eduvos. This referral can qualify you for a 10% discount on either your own or your sibling's tuition fees, with the discount applied to the lower amount.

If this opportunity intrigues you, please refer to our Discount Policy.

The following conditions will apply:

- The application for a discount must be made within four weeks from the start date of the

relevant module in which both you and your sibling are enrolled; and

- All fees owing (for previous years) must be settled in full.

4. Provisional Enrolment

4.1 Where a student is enrolled according to the Institution's Policies, Standard Operation Procedure(SOP) or guidelines, pending submission, where applicable, of any of the following documents while the final outcome(s) from the relevant external institutions is (are) pending, his/her provisional enrolment may be cancelled at the discretion of the Institution if they are not submitted by the relevant due date(s) as indicated below:

- Proof of first month's instalment (or any other such amount due to the Institution in terms of the Agreement on or before the academic start date; the amount may vary per programme.
- Proof of a Certificate of Evaluation issued by SAQA confirming a minimum of NQF Level 4 equivalence for students with school-leaving certificates other than an NSC or IEB matric who intend to enrol for a Foundation Programme or Higher Certificate. A copy of the Certificate of Evaluation must be provided to the Institution by no later than 30 days after commencing studies with the Institution.

- Proof of an exemption certificate issued by USAF for students with school-leaving certificates other than an NSC or IEB matric who intend to enrol for a degree programme. A copy of the exemption certificate must be provided to the Institution by no later than 30 days after commencing studies with the Institution unless the period extension is granted by the Office of the Registrar.
- Proof of a Certificate of Evaluation issued by SAQA confirming a minimum of NQF Level 7 equivalence for students who intend to enrol for an honour's degree programme (where applicable for international qualifications). A copy of the Certificate of Evaluation must be provided to the Institution by no later than 30 days after commencing studies with the Institution unless the period extension is granted by the Office of the Registrar.
- In South Africa, a student can only be registered at one Higher Education Institution (HEI) for a formal qualification.
- However, should you want to study simultaneously in more than one qualification, you will be required to register concurrently in a formal degree qualification at a HEI and

for non-degree purposes (NDP) at the other university.

4.2 For new and returning international students

- A valid study visa, where applicable, including other documents that may be required, under the name of the Institution or a valid permit must be provided by no later than 30 days after commencing studies with the Institution, provided that studies are undertaken from South Africa. Other documents required include proof of a valid membership certificate/confirmation for medical aid covering the entire academic year shall not be outstanding for Study Visa holders.
- Where the student is not successfully enrolled with the Institution due to non-submission of required documents, the student/sponsor will only be liable for the first month's payment of the programme fees where there is proof that the student commenced their studies.

4.3 External Funding Application

- Where a student is enrolled provisionally pending the outcome of their application for a study Funding Application ('the Application'), his/her provisional enrolment will be cancelled where:
 - The Application is unsuccessful.

- o The student has received no confirmation from the bank in regard to the Application within one month of commencement of the academic programme.

Students can enrol pending the outcome of a student loan application. The student will be allowed access to myLMS and classes for a period of 1 month, whereafter the enrolment will be cancelled if no favourable outcome has been achieved, in which case the student will be held liable for the first month's fees.

Q: I am applying for a student loan. However, I am unsure whether it will be granted or not. What must I do?

A:

Eduvos is dedicated to assisting you in navigating the financial aspects of your education. Our Higher Education Consultant (HEC) is available to guide you in the appropriate direction, whether through established South African banks or with the support of Student Hero, a specialised company equipped to help you navigate the complexities of securing a bank loan. In cases where these options may not be viable, we also have access to developmental credit providers who may consider granting a loan even in instances where traditional banks have declined.

Eduvos extends a one-month window for you to finalise these arrangements through provisional enrolment. If the loan application is approved, you can seamlessly proceed with your studies. However, in the event of a declined application, you will only be responsible for costs and expenses incurred up to the date of cancellation (ie., the first month's fee). For any inquiries regarding this process, please do not hesitate to reach out to our HEC staff, they are here to address your questions and concerns.

Students who are provisionally enrolled at the Institution shall:

- Be bound by the provisional Agreement and must comply with all the rules, regulations, policies, and procedures that the Institution may impose from time to time, including the Agreement.
- Attend classes and be assessed.
- Purchase access tags and/or student cards, if required.

The Institution reserves the right to withdraw/extend the provisional enrolment of the student at its sole discretion without prior notification. If the Institution withdraws the provisional enrolment, Section 5 (below) will apply.

5. Cancellation of Enrolment*

Should the student wish to cancel their enrolment with Eduvos, they must do so by way of a signed letter addressed to the financial department of the relevant campus of the Institution. In this regard, Eduvos shall be entitled to retain the following amounts:

Should the student cancel:		The below amount will be refunded
5.1	Before the commencement of the applicable Academic start date as per Section D of the enrolment contract.	Should the Student and/or Sponsor have an upfront payment, the Student or Sponsor will be entitled to a 100% refund of all amounts already paid to Eduvos, excluding the application fee.
5.2	Prior to the expiry of the first 2 (two) weeks of the commencement of the applicable Academic start date	The Student and/or Sponsor will be entitled to a refund of the entire amount less the 1st month's course fees

	as per Section D of the enrolment contract.	which the Student and/or Sponsor remains liable for regarding services already provided to the Student as at the date of cancellation.
5.3	Any time after the first 2 (two) weeks of the commencement of the applicable academic start date as per Section D of the enrolment contract.	The Student and/or Sponsor shall remain liable for the full unpaid academic programme fee for the entire block in which the Student and/or Sponsor has cancelled, as well as the cost associated with the subsequent block (following thereafter) which will be deemed to be a reasonable cancellation fee unless agreed to otherwise in writing with Eduvos.

Q: How is the reasonable cancellation fee calculated?

A:

Although our preference is that students complete their studies without interruption, we understand that unforeseen circumstances may arise, leading a student to terminate their enrolment before the scheduled completion of the enrolment contract. In such instances, we will not impose liability for the entire contractual value. Instead, a cancellation fee will be charged which would release the student from the contract early but at the same time compensate the Institution for the unavoidable costs incurred by securing the seat for the student during that contract period.

MLM/UpNxt Students

In the event of cancellation by any MLM/UpNxt student, at any time after the first two weeks of the commencement of the applicable MLM/UpNxt programme,

the student shall be liable for all services already rendered to the student (as of date of cancellation) as well as a reasonable cancellation fee in the form of three month's tuition.

*Upon cancelling your studies, you are required to notify Eduvos in writing about your decision to either continue with your studies/programme for the remaining payment period (penalties) or discontinue them. Please ensure that this notification is provided on the date you officially cancel your studies.

6. Relationships with Staff Members

The following regulations are put in place to maintain the confidentiality of the material with which staff members work:

- A student is not allowed to pursue a relationship (subject to below) with a staff member, as this constitutes a breach of contract on the part of the staff member concerned.

The following principles have been approved on this matter:

- Where there are near relatives or close associates enrolled in a programme, a staff member may still be involved in setting the study material of such students. In such cases, special care should be taken to ensure that proper security of the assessment items and scripts is maintained.

- At no stage in the assessment procedures should a staff member participate in decisions involved in the determination of a grade or mark for a near relative or close associate.
- In every instance in which a near relative or close associate of a staff member is involved as a student, this must be disclosed when enrolling for a programme. The AAM and/or the Campus General Manager will thereafter ensure that the correct approval has been obtained or the conflict has been noted and there being no risk associated.
- In any case of doubt, the question should immediately be referred to the Campus General Manager and/or the Campus Academic Management Team of the particular programme registered for by the student.

forward, distribute, sell, or make available in any format or on any platform to any other person to which they have access.

- Failure to adhere to the above regulations will result in the immediate suspension of the offending student, pending a disciplinary board inquiry and/or the student becoming liable for copyright infringement.

Point of Clarity: Intellectual property refers to specific property that the human mind creates. This often includes trademarks, copyright material or patents. As a higher education provider, we will provide you (as the student) with content that may be subject to third-party ownership. It is an obligation on us (as the Institution) and you (as the student) to respect this content and ensure that this is used in a manner that is lawful and consistent with the Copyright Act (98 of 1978). If you are unsure about anything related to this clause, please reach out to your lecturer or email legal@eduvos.com.

7. Software and Intellectual Property

- Copying of software onto the Institution's computers or other devices is prohibited and will be regarded as a copyright and intellectual property rights (IPR) infringement.
- As part of the programme, students may be given access to content and educational materials that were developed by the Institution and/or third parties. All students are expected to respect and protect the IPR of the material to which they have been provided access and may not copy,

8. E-Learning

8.1 Students Enrolled During Periods of Lockdown and States of Emergency

Teaching and learning activities may take place via online platforms as determined by the Institution from time to time, whether at its own election or alternatively in response to a *force majeure* event. Should this be the case, students will have to use their own devices to access the Institution's learning platforms at their own cost in accordance with the Institution's applicable policies.

Point of Clarity: A *force majeure* refers to a situation that is completely beyond the control of the

Institution, such as acts of the State, natural disasters (e.g., hurricanes and storms)

Point of Clarity: As we all learned in 2020, there are occasions where, through no fault of Eduvos, we are unable to welcome you to one of our 12 campuses, whether this be due to Covid-19, riots (similar to what happened in KZN in 2021) and the like. Should an event occur which prevents face-to-face learning at one of our 12 campuses, rest assured that our IT and academic departments will switch to online learning so that you do not fall behind on your studies.

9. Third-Party Rights Owner

- From time to time, the Institution will make study material (and/or content) available to the student.
- This study material either belongs to the Institution or it may have been developed by third parties for use by the Institution.
- The ownership of the study material made available, whether owned by the Institution or any third party, shall at all times remain the property of their respective rights owner. The student shall receive no rights, title to or interest in, and shall not be entitled to exploit the intellectual property, including any copyright, trademarks or other proprietary rights pertaining thereto.
- The student shall respect the IPR of the Institution and/or any third party to which they have been given access and will not copy, forward, distribute, sell, or make available in any format or on any platform to any other person the material to which the student has access.

- Should the student participate in any of the acts described above, the student will be subjected to the disciplinary procedures of the Institution and/or become liable for copyright infringement.
- The student indemnifies the Institution, as the host and distributor of the Institution's and other content IPR, entirely from any liability and/or claims that may arise due to any of the acts that the student may commit as described above.

Q: I am a week from exams and want to photocopy a chapter of a textbook. Is this allowed?

A: You may only copy 10% of a book or one chapter (whichever is greater) for the purpose of education or research. So yes, you would be able to make a copy of the applicable chapter. However, should you wish to copy more than this, it will amount to a breach of the Copyright Act (98 of 1978) as well as this clause of the Conditions of Enrolment, which may result in disciplinary action and even civil action against you. Please reach out to an Eduvos Resource Centre should you have any concerns in this regard.

10. Access to the Network

- The Institution has planned to provide all students free access to its network and services on their campuses (together referred to as the 'Service') for the benefit of any student for the purpose of their studies.
- No additional fees are charged for this Service, but the Institution reserves the right to reconsider this policy as and when necessary.

- By connecting to this Service, the student agrees to the following *Acceptable Use Policy*, which is intended to ensure that all users act responsibly in their usage of the network.
 - By connecting or continuing to remain connected to this Service, the student is deemed to accept all amendments as they occur.
 - The student must comply with this policy and follow any direction given by the Institution with respect to the use of this Service.
 - The student is responsible for ensuring that any computer or mobile device connected to the Service is running up-to-date anti-virus software and is patched with the most up-to-date security patches. The student is also responsible for any charges they may incur from third parties while using this Service.
- Q:** My friend, who studies the same programme as I do, has forgotten his login details and urgently needs to attend to something on myLMS. Can I share my details with him? He has assured me that this is only a once-off occasion.

A: No. In this case, your friend must reach out to the Campus End-User Technician to update or renew his login credentials. In addition to the above, it is never a good idea to share personal details and/or login credentials. It is important to keep this information in a safe location. Should this information be accessed by any third party, make sure your passwords are changed immediately. Should you not do this, any access by this third party (using your details) will be impossible for Eduvos to know that this was not you accessing the system. As a result, we will be unable to know that any access was not you.
- The Service may be used to:
 - Send and receive email messages pertaining to studies.
 - Connect to and view any webpages for well-defined study purposes.
 - Download material, as long as it does not infringe any third party's intellectual property or other rights, excluding games, music or videos for personal use, which may not be downloaded using the Service.
 - The Service may not be used to:
 - Copy, disclose, transfer, examine, rename, change, or delete information or data belonging to another user or the Institution without prior written permission.
 - Interfere with the operation of the equipment and network.
 - Avoid any restrictions and security placed on the use of the Service.
 - Make any attempt to discover the accounts or passwords of other users, or for services for which access has not been authorised, or otherwise use the Service to obtain unauthorised access to any computer or facility.
 - Download any material that infringes on a third party's intellectual property or other rights.
 - Students should take all reasonable security measures in using this Service, such as the use of encryption, passwords, screensavers, privacy screens and lock screens.
 - The Institution does not accept liability for any adverse effects due to virus or

other malware infections of guests' equipment while using the Service.

- The Institution respects the student's privacy but reserves the right to monitor Internet traffic and sites visited for the purposes of ensuring acceptable use of the Service. The specific content of any transactions will not be monitored unless there is a suspicion of improper use.
- Send any material over the Service that portrays the Institution in a damaging manner.
- Misrepresent as someone else, whether that identity is fictional, anonymous, or real.
- Store, transmit, connect to, or receive any material of an obscene, vulgar, abusive, threatening, defamatory, offensive, harassing, or illegal nature.
- Connect to peer-to-peer (p2p) networks and Usenet newsgroups.
- Run any form of server that is designed to provide services to external parties while using the wireless network.
- Incur any expenses to the Institution.

Q: As a kind gesture to my classmates, I would like to copy my textbook and share this with those who do not have access to the textbook. Is this allowed?

A: This is a hard no! Should any student do this, it will result in a breach of copyright and may result in a civil claim and even criminal charges being brought against the student. This is a serious offence. Should you have any concerns, please email legal@eduvos.com.

Point of Clarity: While you may be an IT student or even an expert in this regard, do not interfere with

the System by trying to gain access where you are not supposed to. Also, any personal information (login credentials) that is used by you to log in must remain confidential. Under no circumstances will you be asked to share this information, nor should you share such information with any other person. Should your login credentials fall into the wrong hands, please reach out to IT for support.

- Students should take all reasonable security measures in using this Service, such as the use of encryption, passwords, screensavers, privacy screens and lock screens.
- The Institution does not accept liability for any adverse effects due to virus or other malware infections of guests' equipment while using the Service.
- The Institution respects the student's privacy but reserves the right to monitor Internet traffic and sites visited for the purposes of ensuring acceptable use of the Service. The specific content of any transactions will not be monitored unless there is a suspicion of improper use.

Point of Clarity: This is for your own protection at Eduvos. However, where we must act in accordance with this clause, we will do so in accordance with your right to privacy as well as the right to access to information and at all times in accordance with the Protection of Personal Information Act, 2013.

- This Service is provided as a resource for students towards an improved learning experience and while the Institution aims to maintain it to a high standard, no warranty is made regarding its quality, availability, or reliability.

- The Institution may, at its sole discretion, terminate or suspend the Service at any time with or without reason or notification.
- The *Acceptable Use Policy* is applicable to any and all devices, whether or not issued by the Institution, which the student may use to access the Service.

11. Whistleblowing

11.1 Speak up (Ethics and Behaviour)

These two words refer to the norms of right and wrong that define moral conduct and the rules and regulations that govern it. Most groups or Institutions like Eduvos have a code or ways of working that they consider morally correct. This is what we consider to be ethical ways of working and our values reflect an ethical code of conduct.

Q: What are Eduvos's values?

A: We are proud of the hard work that Eduvos has put in over the past year in regard to reshaping our values. We are inspired by our purpose of shaping potential, student by student, towards Africa's prosperity. In everything that we do while providing a service to the student, we base all decisions and actions on the following:

- We show up with humanness
- We think with an entrepreneurial spirit
- We take accountability
- We contribute by driving relevance

Should we not be living up to these values, we ask that you speak up.

11.2 What is Whistleblowing?

This refers to the reporting of something which is illegal, wrong, unethical or against the Institution's values. We encourage our

students to speak up should they witness any action (whether by staff or student) that would amount to an unlawful action or be unethical or in any other way be contrary to the values of the Institution.

11.3 How Does a Student Report Any Action Referred to in Clause 11.2?

Should you witness any unlawful, unethical, or other actions contrary to our values, we ask that you report this via the dedicated Whistleblowing Mobile Application (BDO Tip-Offs) (Downloadable via the googleplaystore). In reporting any incident, you may elect to remain anonymous, or you may provide your personal information, as this may assist with investigating the matter. Should any other person be needed to be called in, this will be done on a strictly need-to-know basis.

No Retaliation

Retaliation in any form in response to a report for raising a concern, filing a report, or cooperating in an investigation is completely unacceptable and undermines the purpose and intent behind the Institution's values. Any student who, in good faith, raises a question or files a report about a suspected violation or non-compliance shall be protected against any acts of retaliation even if the issue or report is ultimately unsubstantiated. Retaliation against anyone who, in good faith, participates in any investigation is likewise prohibited. If you believe you have suffered retaliation or reprisal, immediately report

the matter via the Whistleblower Mobile Application or to the legal department (legal@eduvos.com).

Q: I am concerned that someone will find out that I have reported an incident. Will my complaint be kept confidential, and will I be subject to any form of retaliation in regard to the concern raised?

A: Should you report an issue anonymously, Eduvos will be obligated to maintain your confidentiality in order to protect the identities of innocent people. In addition to the above, Eduvos will not tolerate any form of retaliation against an innocent party. We will keep what you tell us private and confidential throughout the investigation process, subject to our legal obligations.

12. Disciplinary Code of Conduct

This code of conduct strives to uphold the principle of transparency and fairness. It outlines the fair and lawful sanctions of disciplinary processes related to investigation, hearing, and other measures. It promotes the protection of the interests of staff, students, the Institution, the general public and outside stakeholders, where appropriate. The purpose of any disciplinary action is that of rehabilitation and support for all parties involved.

Point of Clarity: The contents of section 12 shall be used by the student as a guide as to what steps the Institution will take if you breach the contents of the Conditions of Enrolment or any other applicable policy of the Institution. Should you have any questions or concerns, please reach out to Student Affairs and they will be glad to help you.

12.1 Disciplinary Investigations

The Disciplinary Committee (‘the Committee’) of the Institution shall have the right to convene a disciplinary investigation at its discretion to investigate

any matter that relates to alleged misconduct by a student, or a breach of the Institution’s Conditions of Enrolment. The investigation can lead to a disciplinary hearing.

12.2 Disciplinary Hearing

- a. Point of Clarity: The Chairperson of both the disciplinary hearing and the Campus disciplinary Committee cannot be the same person. The Committee does not conduct the hearing and is only responsible for the investigation prior to the hearing.
- b. A student who is to appear before the hearing will be given a minimum of two working days’ written notice of the hearing. The student should make every effort to attend the disciplinary hearing. If it is reasonable to do so (for example, where there is no good cause for the student’s repeated non-attendance), the Committee can hold the hearing in the student’s absence, considering any written representations from the student, and any other available evidence, before it decides. Therefore, the Committee will investigate the student’s reason for non-attendance and reschedule the hearing at least once. The Institution must inform the student of the importance of attending and should point out that, if the student fails to attend the rearranged hearing without good cause, it may take a decision in their absence. The Committee should request the student to inform it in advance if they will be

unable to attend and should consult the chairperson of the Committee as to their availability when rearranging the hearing. Factors that the Committee should consider when deciding what would be a reasonable course of action in relation to a student who has repeatedly failed to attend a disciplinary hearing include, but are not limited to, the student's reason for non-attendance, the student's disciplinary record, the severity of the disciplinary issue and any medical opinion (if applicable) on the student's ability to attend the meeting.

Q: Can a hearing take place in my absence?

A: yes, it can. If there is no good reason for a student's non-attendance, a disciplinary hearing can only be rescheduled once (however, this must be arranged before the hearing).

12.3 Procedure

If misconduct is suspected:

- The alleged misconduct must be reported to the management team and the Committee.

Q: What are the first steps after an alleged misconduct?

A: The alleged misconduct must be reported to the Campus Management Team, the Campus Disciplinary Committee, and the parents/sponsors if the student is a minor. Alleged misconduct will then be investigated. The outcome of this investigation will determine whether there is a need for a disciplinary hearing.

If the alleged perpetrator of the misconduct is not an enrolled student, no disciplinary can be held. The alleged victim (if an enrolled student) must be

advised to report the case at the local police station. If the alleged victim wishes to report the case at the local police station, he/she can be accompanied by the Campus General Manager.

- The student's parent/legal guardian/sponsor (as the case may be) will be notified if the student is a minor (i.e., under the age of 18 years).
- An investigation must be conducted.
- Reporting staff members can be named, but reporting students have the option to report anonymously, within reason, while understanding that keeping their identity confidential might not be possible depending on the nature of the investigations.
- Depending on the seriousness of the allegation and investigation:
 - a. For minor first-time offences or other offences deemed to be minor enough not to warrant a hearing, and if there is obvious evidence of transgression (including, but not limited to, absence from class, non-participation in lectures, non-submission of assignments, etc.), such offences will be addressed with a verbal warning.
 - b. If verbal warnings have already been issued for a similar transgression and it is still valid and/or in effect, it will be addressed with a written warning without the commencement of a hearing or investigation.
 - Any evidence should be recorded with the warning notice.

- Decisions will be undertaken by at least three members of the Committee and an external advisor (external to the Institution).
 - Students can also appeal these sanctions.
 - Students can choose to continue with a full hearing should they so wish.
- c. If alleged misconduct is serious or severe, an investigation will be initiated.
- The student must be notified of the charge and disciplinary hearing in writing. If the student is a minor, the parent/legal guardian/sponsor will also be notified.
 - The investigation is to be carried out by the investigator(s) of the Committee.
 - A neutral chairperson for the hearing must be elected and must have no prior knowledge of the allegations or evidence collected in order to remain as impartial as possible.
 - A hearing will proceed only if the investigator(s) find supporting evidence to reasonably support conducting a hearing.
 - The student must be notified of the hearing date and time in writing at least two working days in advance. If the student is a minor, the parent/legal guardian/sponsor will also be notified.
 - A hearing can be conducted in the absence of the student (see clause 12.2).
 - Hearings are informal. Therefore, students are not allowed legal representation but can be accompanied by a Student Representative Council (SRC) member or sponsor for support. The SRC member or sponsor will be an observer to the student, in which case their role must remain silent unless called upon to speak by the chairperson.
 - Chairpersons (not part of the Committee) are expected to ensure that this procedure is fair, and any deviation from this process will result in the replacement of the chairperson and the commencement of the process from scratch.
 - The chairperson of the hearing shall have the power to call witnesses and request evidence as he/she deems fit.
 - The chairperson of the hearing will decide whether, on a balance of probability, the student has been proven guilty of the allegation(s).
 - Should the student be deregistered, the financial obligation will be in alignment with the cancellation policy as

contained in Section 5 of these Conditions of Enrolment.

- In times of lockdown (or any other event that results in suspension of face-to-face studies not through the fault of the Institution), whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002), all disciplinary hearings, including appeal hearings, where required, may be conducted via online platforms or on camera (in the case of extreme confidentiality).
- The student and the parent/legal guardian/sponsor (if the student is a minor) will be informed of the outcome of the disciplinary hearing in writing.

12.4 Appeals

Students will have a maximum of seven calendar days, from the date upon which the student is made aware of the final outcome of the disciplinary process, in which to appeal any finding or reprimand issued to them. Students cannot appeal on someone else's behalf. The written request for appeal must be submitted to a committee representative within seven calendar days for it to be considered. The student will have the right to appeal, as will the complainant.

The Committee will establish whether there are grounds for appeal (with advisement

from a neutral party who was not involved and has no crucial knowledge of the proceedings for the hearing or sanction in question).

Q: How would I (as a student) know when to appeal a decision?

A: If you feel that the incorrect decision was made, and that a different chairperson hearing the same evidence would come to a different conclusion or result, then you should note an appeal. You must ensure that this is noted in terms of the time frames mentioned here.

If the appeal cannot be solved at Campus Level, for an academic matter the appeal will be referred to the Office of the Registrar. For any other generic matter, the appeal will be referred to the Office of the Head of Student Support and Student Affairs. Students will have a maximum of seven calendar days, from the date upon which the student is made aware of the outcome of the disciplinary process, in which to appeal any finding or reprimand issued to them.

Students cannot appeal on someone else's behalf. The written request for appeal must be submitted to the Committee Chairperson within seven calendar days for it to be considered. The student will have the right to appeal, as will the complainant. The Committee will establish whether there are grounds for appeal (with advisement from a neutral party who was not involved and has no crucial knowledge of the proceedings for the hearing or sanction in question). Failure of a student or complainant to attend an appeal hearing does not discredit the

hearing procedure, and the hearing will commence without them. They will then, by proxy, accept the outcome as is.

A disciplinary appeal should be heard, where possible, by the campus general manager/manager who is more senior than the person who conducted the original disciplinary hearing, and who has not previously been involved in the investigation or proceedings. An appeal is not a re-hearing of the case and in the normal course of things, a student's grounds for an appeal must be based on:

- New evidence coming to light which was not available at the time of the original decision, or which was unreasonably withheld, and which could have materially affected the outcome;
- A flaw in the procedure adopted which could have influenced the outcome.
- Unfairness of the judgment; or
- The severity and gravity of the penalty imposed.

Holding a disciplinary appeal generally follows the same principles as the initial disciplinary hearing and the person hearing the appeal should be different (and in most cases, more senior) than the person that heard the initial hearing. If you are appointed as the chairman for such a disciplinary appeal, here are some recommended steps to consider:

- At the opening of the appeal, inform the parties that you have been appointed to chair the appeal and explain that your role is to thoroughly review the case, consider the decision to issue a

disciplinary sanction and decide the outcome of the disciplinary matter.

- Confirm that the appeal hearing is being carried out in line with the principles of natural justice and the Conditions of Enrolment
- Introduce all parties present, confirm their roles and remind each person of the expectation of confidentiality during the appeal.
- Remind the parties that this is not a re-hearing of the substantive arguments.
- Explain that as chairman, you can ask questions at any time and all other parties can raise questions as long as they are posed through you.
- Check that all parties have received any documentation within time and confirm that you, as the chairman have read and considered the outputs of the investigation and the disciplinary hearing into the allegations raised against the employee.
- State precisely what the grounds of the appeal are.
- Invite the student to present their appeal.
- Confirm with the student whether he/she has any further information that they wish to provide or have any final questions before the appeal concludes.
- Advise the student that the chairperson of the appeal hearing will consider all of the information that has been provided during the formal stages of this disciplinary matter in order to reach a final decision.
- Confirm with the Student that they will be notified of the outcome in writing within

five working days unless otherwise notified. If there is to be a delay to this timescale, the student will be advised of this and the reasons for it.

- Reiterate that there is no further right of appeal and that the panel's decision is final.
- Close the hearing and thank all parties for attending.
- Following the hearing, you are required to consider all of the information that has been presented to you before and during the appeal hearing to establish the appropriateness of the decision to issue a formal sanction under the disciplinary procedure.

The chairperson after hearing a disciplinary appeal can either:

- Uphold the disciplinary decision.
- Impose a lesser disciplinary sanction; or
- Uphold or partially uphold the appeal.

Failure of a student or complainant to attend an appeal hearing does not discredit the hearing procedure, and the hearing will commence without them. They will then, by proxy, accept the outcome as is.

Please Note:

If the transgression also transgresses any ethical or governing code from an external governing body for a sector towards which the student is studying, the Institution can provide details of the hearing and outcome to the body at the sole discretion of the Institution. If the transgression is criminal in nature, the victim, with the assistance of a General

Manager, must report the matter to the South African Police Service.

Detailed records will be kept of any allegations, withdrawal of allegations, hearings, findings, sanctions, and appeals in the student's records, and a separate disciplinary record kept for the campus. Any time constraints of sanctions will be clearly noted. Recordings will be stored in digital student files and digital disciplinary files by data protection legislation, which may be applicable from time to time.

The disciplinary table classifies and outlines various forms of misconduct and the seriousness of the offense. The table should be used as a guide when applying. Disciplinary measures within the Institute, but the institution reserves the right to conduct a formal investigation and/or a formal disciplinary hearing at any time.

Minor Misconduct

Example	Definition/Explanation	Disciplinary Inquiry/Hearing	Types of Sanctions		
			1st Offence	2nd Offence	3rd Offence
Foul Language	Swear words, rude language and/or language used in an offensive context.	Not necessary if sufficient evidence	Verbal Warning	Written Warning	Final Written Warning
Disruptive Behaviour	Behaviour that interferes with a lecture or other simple teaching functions. Behaviour that interferes with the concentration of other students or their ability to complete work on campus or online (within reason). Behaviour that interferes with a staff member's ability to complete their daily work.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Verbal Warning	Written Warning	Suspension or expulsion is dependent on the severity and outcome of a hearing
Access System	Misuse of the access system. Not adhering to campus rules regarding the access system. For example: letting another person or student into the building with your access card/ code/fingerprint, etc., or using doors that are not access-controlled to enter or leave campus grounds.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Verbal Warning	Written Warning	Suspension or expulsion is dependent on the severity and outcome of a hearing
Parking	Failure to adhere to campus-specific parking regulations.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Verbal Warning	Written Warning	Final Written Warning
Study Hours/ Attendance	Failure to attend classes as scheduled. Failure to adhere to study hours as scheduled. Failure to notify necessary parties (campus-specific) of absence in a timely fashion.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Verbal Warning	Written Warning	Final Written Warning
Misuse of Notice/ Messenger Boards	This refers to digital or physical notice/messenger boards, including, but not limited to, campus notice boards, WhatsApp groups, myLMS messenger boards, Institution-related Facebook pages, etc. Misuse refers to any posting not related to the Institution's matters without prior permission from the administrator of the group, including but not limited to, advertisements, chain messages, defamatory remarks, etc.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Written Warning	Final Written Warning	Suspension or expulsion is dependent on the severity and outcome of hearing

Major Misconduct					
Example	Definition/Explanation	Disciplinary Inquiry/Hearing	Types of Sanctions		
			1st Offence	2nd Offence	3rd Offence
Plagiarism	Taking someone else's work/ideas and trying to pass them off as your own through acts such as, but not limited to, copying, lack of proper referencing, lack of proper paraphrasing, cheating, assisting another student without instruction or permission to do so, or non-adherence to the Eduvos Policy on Intellectual Property, Copyright and Plagiarism Infringement as well as the Eduvos AI Policies, etc.	Not necessary if sufficient evidence	Written Warning and deducting of marks linked to the deduction of marks as per the Plagiarism policy	Final Written warning and deducting of marks linked to the deduction of marks as per the Plagiarism policy	Suspension and/or Expulsion, dependent on severity and number of previous warnings
Insolence	Rude and disrespectful behaviour towards a staff member or a fellow student.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion, dependent on severity	-
Cheating	Sharing work. Working together with another student without instruction or permission to do so. Copying work or allowing another to copy your own work.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning and deducting of marks linked to the deduction of marks as per	Suspension or expulsion, dependent on severity and number of same types of misconduct	-

			the Plagiarism policy		
Dishonesty	Lying to a staff member or wilfully withholding information related to the misconduct of another student.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion	-
Serious Disruption	Disruptive behaviour affects more than one class or students from various classes. Behaviour that causes disruption during test or exam sessions/attempts. Disruptive behaviour that affects any day-to-day operations of the Institution.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion	-
Intimidation	Intentional behaviour that is intended to cause someone fear or anger.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion	-
Disregarding Assessment Rules	Assessment rules are stipulated in the Assessment Handbook. Failing to adhere to these regulations.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion	-
Possession of Distressing Material	Any manner of possession of pornographic or other disturbing material on campus.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion	-
Defamation/False News	Spreading false news related to any member of the Institution's community, e.g., staff members, students, etc. Gossip that may or may not be of a defamatory nature.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion	-

Repetition	Repetition of minor misconduct.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion	-
Disregarding Assessment Rules	Assessment rules are stipulated in the Assessment Handbook. Failing to adhere to these regulations.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion	-

Serious Misconduct

Example	Definition/Explanation	Disciplinary Inquiry/Hearing	Types of Sanctions		
			1st Offence	2nd Offence	3rd Offence
Defamation and/or Reputational Damage of an individual	Damaging the good reputation of an individual/organisation /institution. Slander or libel.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Final Written Warning	Suspension or expulsion	-
Defamation and/or Reputational Damage of the institution	Damaging the good reputation of an individual/organisation /institution. Slander or libel.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Suspension or expulsion	-	-
Damage of Property	Intentionally or through negligence causing any degree of damage to something not belonging to you.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Suspension or expulsion	-	-
Discrimination	Unjust or prejudicial treatment of different categories of people, especially but not limited to, grounds of race, age, sex, or disability.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Suspension or expulsion	-	-
Child Pornography.	In the possession and or distribution/sharing of child pornography	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Suspension or expulsion		

Indecent behaviour	Any Unethical behaviour	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Suspension or expulsion		
Verbal Abuse	Words are used to attempt to demean, frighten, or control someone.	Disciplinary inquiry and hearing if inquiry provides substantive evidence	Suspension or expulsion	-	-
Physical Abuse	Any intentional act that causes injury to someone.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Assault	Any act that threatens physical harm to another person, which also includes the apprehension of imminent harm to another person (i.e., a situation where no harm is done).	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Sexual Harassment	Unwelcome sexual advances. Requests for sexual favours. Any unwelcome conduct of a sexual nature.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Disrupting Functioning of the Institution	Causing or assisting in any event or situation that would disrupt or interfere with the normal functioning of the Institution.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Weapons	Bringing any weapon onto campus grounds at any time.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Unauthorised Software/ Hardware/ Malware	Installing any unauthorised software and malware onto any campus PC, knowingly or otherwise.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Breaching Agreement	In any way breaching the terms of your Agreement and contract with the institution	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Criminal Offence	Being found guilty of any criminal offence.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-

Theft/Fraud	Taking something that does not belong to you. Deception is designed to provide you with unfair gain or otherwise deny right of another person.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Failure to Comply	Failing to comply with any disciplinary reprimand/order.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Intellectual Property Rules	Failure to adhere to terms laid out in the intellectual property rights of the Institution's documentation.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Abusing the Institutional name and brand	Misusing the name of the institution for financial and or any other benefit	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Public Indecency	Acts involving nudity or sexual activity in view of the public, often with the intent to shock, offend, or arouse. It includes criminal offences like indecent exposure and lewd conduct.	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-
Alcohol/Substance Abuse	Substance abuse, also known as drug abuse, is the use of a drug in amounts or by methods that are harmful to the individual or others	Disciplinary inquiry and hearing if inquiry provides substantive evidence.	Suspension or expulsion	-	-

12.5 Types of Sanctions

Verbal Warning (VW)

A warning that is given verbally; can be formal or informal. Usually, a notation is made in the student record. This sanction is typically valid for three months from date of issue and can be given without a disciplinary hearing.

Formal Written Warning (WW)

A warning that is given in a written format. This is formal and marked on the student record for a minimum of six months from date of issue. In less serious cases, this can be given without a disciplinary hearing.

Final Written Warning (FWW)

Usually given for aggravated situations or severe misconduct. This is formal and will remain on the student record indefinitely. Once the student is rehabilitated, a notation shall be added to indicate improvement in behaviour.

Suspension

Suspension would be when a student is denied access to campus and learning platforms for a specific period of time. This can either be in preparation for a disciplinary hearing, in serious specific circumstances or it can be following a disciplinary hearing for the purpose of rehabilitation of the student.

DE Enrolment

This sanction can only be instituted with the permission of the Registrar and Campus General Manager. It would be a very severe and last resort sanction that can only be implemented for extreme cases of

misconduct, or clear evidence that every step towards rehabilitation has failed.

12.6 Additional Conditions to Sanctions

Written Apologies

- A student might be required to write a
 - Formal apology to the Institution, an external party, or complainant, depending on the nature of the offense.
 - Students can be instructed to attend remedial workshops or awareness meetings relating to the nature of their offense.

No-Contact Agreements

Depending on the nature of the offence, a student can be required to sign and comply with a no-contact agreement either with a student or a staff member.

This shall be at the sole discretion of the Institution.

This would be a time-limited agreement and can be subject to written apologies or attendance of workshops/awareness meetings.

Fine/Compensation Payment

Depending on the nature of the offence, the student might be required to pay a fine (within reason) to the campus. In cases where a fellow student or the Institution suffered material damage to property, the accused would be expected to compensate the fellow student or Institution for damages. The same applies to damage to campus property.

Exclusion of Service

Depending on the nature of the offence, the student might be excluded from the use of a specific service on campus for a designated period and/or subject to additional conditions being met.

Probation Periods

Certain sanctions and additional conditions could be accompanied by predetermined probation periods. Should further transgression occur within the probation period, immediate further disciplinary sanctions, as predetermined during the hearing outcome, will come into effect immediately.

Withholding of Results

The withholding of results can only be imposed for a specified period of time, as will be advised by the Institution, subject to the student meeting certain remedial requirements. Please note that this clause will only apply in regard to disciplinary matters and not (for example) to the situation where the Institution is withholding results due to non-payment.

13. Substance Abuse

The Institution recognises the seriousness of substance abuse. We strive to respond positively to ensure the safety and productivity of our students. The health and wellness of our students are extremely important to us. It should also be noted that the Institution has a zero-tolerance policy on substance abuse (which shall include but not be limited to both alcohol and marijuana).

To this section, reference to drugs or an illegal substance shall mean a substance that produces a psychoactive effect. In this policy, the term 'drug' is used generically to include, but is not limited to, herbal cigarettes (including marijuana), alcohol, pharmaceutical drugs (prescribed and over the counter), illicit drugs (including but not limited to cannabis, ecstasy, cocaine, heroin, unauthorised medications), image and performance-enhancing substances, and inhalants and other volatile substances.

Q: I am a residence student and like to relax by using marijuana. In response to Minister of Justice and Constitutional Development and Others v Prince; National Director of Public Prosecutions and Others v Rubin; National Director of Public Prosecutions and Others v Acton and Others [2018] ZACC 30, I feel that use in the residence is private.

A: No, this is not the case, even considering the above-mentioned judgement: the reason being that residence is a form of communal living and as such the rights of your neighbours must be respected. In addition, the use of substances including but not limited to marijuana is prohibited in terms of the Eduvos rules, which shall remain binding on all students while enrolled at Eduvos. You would not want to be a nuisance to your neighbour by playing loud music until late at night, so too must you be respectful of all views when living in a communal setting.

13.1 Approach to Substances

The Institution prohibits the possession and/or abuse of legal and illegal substances (including but not limited to marijuana) on campus grounds, and the use and abuse of substances on campus grounds. Students are also prohibited from

coming to campus under the influence of any substance.

13.2 Drug Testing

The Institution will not perform any drug tests on site. Rather, a referral must be made to an external service for drug testing. The referral will be time sensitive. If the student fails to provide proof of the test within the specified time frame, the appropriate disciplinary action will be taken. Should the test results be positive for any substance, appropriate action will be taken.

The specific external service that the student is referred to will differ between campuses as it is subject to available resources in the town or city where the campus is situated. However, it must be a recognised and well-established service. It must also be regulated by an external body such as the Health Professions Council of South Africa (HPCSA). SAPS can also be approached for the purpose of alcohol breath tests.

Students can choose to go to a private doctor for testing. However, they must then sign a release allowing the campus to have access to the test results and to be able to communicate directly with the doctor about aspects related to the results. The doctor in question must agree to these terms (otherwise the student will need to select a different doctor who is willing to agree to these terms). The doctor must also be a member of a recognised regulatory

body and their practice should also be registered. Any costs involved will be covered entirely by the student.

Throughout the above-mentioned process, the Institution will ensure that this process is carried out in a manner which focuses on and protects the student's personal rights relating to privacy and bodily integrity. At all times, any personal information will be treated in strict confidentiality and in accordance with the provisions of the Protection of Personal Information Act (4 of 2013).

a. Drug Searches

No random searches may be performed. A drug search can only be initiated by a Campus General Manager and/or a police officer, or the chairperson of the Committee, in accordance with health and safety regulations or any government regulations (which may be applicable). No warrant is needed for a drug search, but reasonable suspicion is required.

Reasonable suspicion will guide how and where the search may be conducted. If there is no reasonable suspicion, then the search would be considered random, which is not allowed. Reasonable suspicion is to be established in one or more of these ways:

- Other students informing the Campus General Manager or chairperson of the committee of the presence of drugs on campus.
- The scent of drugs (which may include marijuana)
- Reports from sponsors or parents

- Traces of drugs found on the premises.
- Any other reasonable indication
- The Campus General Manager, or his/her delegate, and/or a SAPS representative, or chairperson of the Committee must conduct the search. Also:
- The person searching must be of the same gender as the student.
- The search must be conducted in private in the presence of the student, not in front of other students.
- It must be conducted in the presence of a witness of the same gender as the student.
- If drugs are found, they should be photographed.
- The search may extend to private parts or body cavities (including the mouth). (Search to be undertaken by person of the same gender as the person being searched.)
- As a last resort, a student may be required to strip down to their underwear while their clothes are searched. (Search to be undertaken by person of the same gender as the person being searched.)
- Before commencing a search, a student must be asked whether they are in possession of drugs.
- If a student chooses to willingly admit to possession and then hand over the drugs, this must be noted as a mitigating factor for disciplinary purposes.

- If there is a suspicion that a student is in possession of drugs on their person, then they may be searched.
- Should drugs be found, the student must be asked to hand them over. If the student does not willingly hand over the drugs, the police may intervene, or the student may be asked to leave campus.

Please note: Sponsors only need to be notified of any proceedings if the student is a minor. Should it be found that a student has sold any drugs on campus, or to fellow students off campus, the SAPS may be contacted.

b. Guidance on Sanctions

In their most minor form, any drug/substance-related transgression should receive a minimum of a formal written warning. At maximum, with aggravating circumstances and repeated transgression, a student can be suspended pending completion of a rehabilitation programme. Enrolment can then be reinstated upon clearance from the rehabilitation centre.

13.3 Wellness Programme in relation to Substance Abuse

The Institution maintains a wellness programme to support students for personal or study-related problems, and including any problems related to substance abuse. Students are urged to approach a wellness representative for help should they be affected by substance use and abuse issues.

Students can also be referred to wellness representatives for suspected issues. Wellness should always be the priority when it comes to substances. Disciplinary action is only to be taken if possession of a substance and any influence is confirmed and/or if the student fails to attend suggested counselling and/or substance-related concerns persist.

Types of Referrals

a. Self-Referral

Students can refer themselves to the wellness representative if they are struggling with substance abuse.

In this case, the wellness representative can and should assist the student with seeking external treatment. Testing would not be required. The wellness representative needs to explain to the student what the disciplinary side of substance issues encompasses, including what type of behaviour will lead to disciplinary action.

The wellness representative should also explain to the student that their report will be disclosed to the chairperson of the Committee but will not be considered a disciplinary issue unless the student transgresses in accordance with the disciplinary policy. Therefore, should the student comply with treatment and the disciplinary policy, there should not be a need for disciplinary action.

Please Note: The importance of support should be underlined as it is the first and

foremost purpose of the wellness programme.

b. Supervised Referral

Should a staff member suspect that a student is being affected by substance use/abuse they can refer the student to the Committee. The Committee will also need to approach the wellness representative, as substance abuse is both a disciplinary and wellness concern. Students can be referred to external services for drug testing and treatment. Failure to comply will lead to disciplinary action. If a drug test comes back positive, appropriate disciplinary action can be taken with the aim to rehabilitate. Only severe and persistent cases shall be punitive in nature. If a student tests negative but was found to be in possession of substances on campus, disciplinary action can and should also be taken. In this case, only where a test is negative can the disciplinary process proceed without the wellness representative. The student may still pursue wellness assistance should they wish, but this will not be associated with the disciplinary process.

14. Student Access to Campus

- a. Students may not enter or leave the campus grounds without using the access system correctly. A student shall enter and exit the campus only through the electronic access control system (where available). Student cards are also required for access to the resource centre, study centre and

lecture venues. A student shall, when on the property of the Institution, always carry his/her official student card and produce it when called upon to do so by any member of staff.

- b. The student card must also be produced when writing all tests and examinations, and for the issuance of student confirmation letters. Finally, a student shall not permit any other student and/or person to gain access to the campus with his/her student card. If a student is found guilty of this offence, he/she may face disciplinary action.
- c. The following areas are always out of bounds:
- Server room
 - Assessment venues prior to the start of an examination and/or test session
 - The examination storage rooms
 - Offices of staff members (when the staff member is not present)
 - Administration buildings, without being accompanied by a staff member
 - Campus maintenance areas
- d. No student may enter the campus grounds or any physical campus facility during periods of lockdown (whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002)) unless an alternative prior arrangement has

been entered into in writing with the Institution.

Q: I have lost my student card. What happens next?

A: This must be reported to campus security and IT as soon as possible. A new student card will be provided to the student (unfortunately, the student will be liable for the costs of a replacement student card). Refer to the fees table for replacement fees.

15. Academic Conditions

15.1 Language of Teaching and Learning
The Institution offers tuition in English as the language of teaching and learning, taking into account considerations of practicability. This means that all assessments, learning opportunities, study material and lecture resources will be offered in English.

15.2 Programme Content
The student acknowledges that they know and understand the requirements of the programme for which he/she has enrolled. The applicable prospectus will be the latest available at the time of signing the Agreement.

The student acknowledges that there is a level of competence required when operating computer systems and the student confirms that they have the necessary skills and/or competency to operate such systems. No warranties or representations made by the Institution in this regard shall be enforceable against the Institution under any circumstances.

Q: Where may I access this information.

A: This information is in the latest prospectus at the time of signing the Agreement.

Although the Institution makes every effort to keep up to date with the latest market trends and spends considerable funds on research and development, it shall not be liable or responsible for any deficiencies or limitation in the value, to the student, of the application and use of the programme in commerce or any other environment.

The Institution may, at its sole discretion (and within acceptable national accreditation standards as determined by the Higher Education Quality Committee of the Council on Higher Education and the Minister of Higher Education, Science and Innovation), alter or amend a programme, its duration or module content and mode of delivery during periods of lockdown (whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002)), taking the best interests of the student and the practical application of the programme into consideration.

15.3 Lecturers/Facilitators

Lecturers/Success Teams will be available to assist students in accordance with their individual consultation schedules. It is the student's responsibility to take note of these times and plan his/her time accordingly.

Students are encouraged to discuss their academic queries with their

lecturers/facilitators as soon as possible, so that they may be resolved immediately.

15.4 Study Hours and Attendance

Point of Clarity: Participation in teaching and learning activities is in the student's best interest academically. Failure to notify the Institution of unavoidable periods of absence may lead to the student missing out on support available and could have a detrimental effect on the student's academic performance.

Unreasonable absence from studies will not be allowed, including from participating in or accessing teaching and learning material via the Institution's online platforms during periods of lockdown (whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002)). It is thus essential that the Institution be notified in advance of any situation, wherever possible, which may warrant the absence of the student.

15.5 Duration of Programmes

A student registering for:

- A Foundation Programme has a maximum of two years within which to complete the programme.
- A Higher Certificate programme must be completed within three years. A part-time student registering for a Higher Certificate programme has a maximum of five years within which to complete the programme.
- Students have a maximum of three opportunities to pass a module. Failure

to complete a programme within the above stated duration or pass a specific module within three attempts may result in a programme exclusion.

Q: What can I (as a student) do should I be falling behind in my programme?

A: In this case, the student will be able to make an application for a study extension. However, this application will need to be approved by the Head of Programme and/or the Eduvos Academic Registrar.

- A Bachelor programme has a maximum of five years within which to be completed. A part-time student registering for a Bachelor programme has a maximum of seven years within which to complete the programme.
- A professional Bachelor programme has a maximum of six years within which to be completed.
- A Bachelor Honours programme has a maximum of three years within which to be completed.

Part-time: A student may be provided with an option to deviate from their part-time study projection (i.e., the recommended period within to finish the programme). Should the student elect for this, the student is advised that they will not be able to hold Eduvos liable for not completing the course within a certain period. The main reason for this is that certain modules are only offered in certain blocks. By deviating from the projection, the student runs the risk that certain modules will not be available in response to him/her completing any block. As a result, the student in this case is advised to discuss this with their Academic Advisor so that the student can be placed in a better position to understand the consequences of this decision. No student will be able to reduce their study time below the three years determined by the

accreditation that Eduvos holds for such a programme.

Students have a maximum of three opportunities to pass a module. Failure to complete a programme within the above stated duration or pass a specific module within three attempts may result in a programme exclusion.

Q: If I do not continue with my studies for a year and then return to the Institution thereafter, does that year count towards my programme duration?

A: If the student formally applied for a leave of absence and received approval then the year will not count towards the programme duration. However, if the student failed to apply for a leave of absence, the year will count towards the programme duration.

All students are required to adhere to curriculum changes during their studies at the Institution.

Students starting in an intake later than the first intake in a year must note that their duration could be extended due to subject combinations and prerequisite and corequisite modules relevant to the programme. Such extended durations will be discussed with students during their academic planner review.

The condition for a prerequisite module is that it is required to be passed prior to the post-requisite being attempted. A corequisite module must be attempted (whether or not passed) prior to the post-requisite being attempted and, in some cases, will be attempted with the post-

requisite so long as the co-prerequisite is attempted prior.

In special circumstances, you may be permitted, prior to a module's commencement, to defer (postpone) a module to the next academic block in which it is offered. When deferring a module, take note that certain modules have prerequisites and/or corequisites, which may result in both modules being postponed. This could have an impact on the duration of your studies in that the duration of studies may be extended. The modules being deferred will be credited from the financial account and must be re-enrolled and re-contracted when enrolled for again. You hereby waive any claim you may have against Eduvos in the event of a delay as a result of the above.

Students who wish to put their studies on hold due to illness or other valid, unforeseen circumstances are required to submit a request in writing for an interruption in study period to the relevant Student Affairs Advisor (SAA) for the approval of the Registrar.

Students may retain any credits/exemptions obtained, provided that no more than five years have passed since the modules were completed and subject to the approval of the Head of Programme(s). Students will also be required to adhere to curriculum changes that may have taken place during their absence. Please be advised that the current Agreement will be terminated and

a penalty in line with the cancellation clause will be enforced. Upon return to studies, you will need to be re-enrolled and re-contracted. The cancellation penalty will be credited upon return and enrolment of new contract.

16. Academic Progression

The following requirements must be met for a student to progress from one academic level to the next:

- Pre/corequisite requirements must be met before enrolling for post-requisite modules.
- Third-year students may only carry second-year modules with their third-year modules. First-year modules may only be carried over to third year if the first-year module is not a requirement (core module) for the programme.
- Academic Progression – 60% of modules must be passed in order to automatically progress to the next level of study but there may be permutations per qualification. These will be indicated as the core modules (that must also be passed in order to progress) indicated with the module class on the academic planner.
- If a student passes fewer than 60% of modules (based on the number of modules depending on the programme enrolled for and having passed at least half of the core modules), he/she may only repeat the modules that he/she failed in the following academic block

and may not enrol for any of the next level's modules.

- Any queries regarding academic progression are to be addressed with the campus academic management team.

MLM Students

The student acknowledges that they are familiar with the competency based MLM mode of study. This means that a student will be required to have gained competency in a unit of work before he/she will be allowed to proceed to the next unit of work. The student further acknowledges that they fully understand the implications of the self-paced nature of the programme.

The student is given a fixed number of days to complete each module. Exceeding the time allocated for any module at any point will mean that subsequent modules will have to be completed ahead of schedule if the student wishes to complete his/her programme on time, and without exceeding the contract end date.

17. Tuition Hours and Attendance

Students are required to abide by the prescribed tuition hours of the Institution and are required to attend classes as per their individual timetables/study schedules. Students are also to follow the lecturing programme stipulated in each module guide.

The Institution may use both synchronous (i.e., occurring at the same time) and asynchronous (i.e., not occurring at the same time) online methods of teaching and learning including but not limited to periods of lockdown (whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002)). The Institution will follow a standardised universal timetable for all campuses.

Progression in the programme at all times will be the responsibility of the student. It is recommended that the student devotes a minimum of the recommended notional hours per module. Notional hours include class time, study time and the completion of assessments. The credit rating system rates 10 notional hours as equivalent to one credit.

The notional hours of each module will be provided in the module guide.

Credit Accumulation and Transfer (CAT)

Credits accumulated in a least one module will be transferred to a module which content is on a minimum of 80% comparability with a corresponding subject in any qualification offered at Eduvos.

Consequently, students who accumulated credits by passing a module offered by a qualification at Eduvos are exempted from applying for a CAT as the credits will automatically be transferred.

MLM Students

The study period allocated for each programme is based on a five-day week (08:30 to 16:00 from Monday to Thursday and 08:30 to 15:30 on Fridays). It is recommended that a student spends a minimum of 120 productive hours of study on campus per month and that if a student finds that he/she is falling behind schedule, he/she spends additional time studying in an attempt to catch up.

Should a full-time Information Systems student on the existing MLM mode fall behind such that the UpNxt delivery catches up to the module the student is currently on, the student shall be required to join the timetabled lecture sessions and write assessments at scheduled time.

Part-Time Students

Students need to have 15 – 18 hours available per week per module to work through the required content with interaction via forum discussions with their facilitators. Students will be expected to attend one to three live sessions per week after hours from 18:00 to 21:00 per module and one assessment and summative assessment (including preparation session) per module on a Saturday from 09:00 to 12:00 and/or 13:00 to 16:00. All sessions by preference are done virtually. However, it may from time to time be required to host sessions on a physical campus, although it will be delivered in dual mode, i.e., face-to-face and online. Students may also be requested pending summative assessment type to complete their assessment on a campus.

Should a part-time online Information Systems student on the existing MLM mode fall behind such that the UpNxt delivery catches up to the module the student is currently on, the student shall be required to join the timetabled lecture sessions (Tuesday and Thursday evenings) and write assessments at scheduled time.

18. The Learning Management System (LMS)

Upon enrolment, all students will be enrolled onto the learning management system (LMS).

Students must access myLMS regularly, as it will be the primary source to access their study material, assessments, module guides and assessment schedules, and to receive correspondence. Students must ensure that they contact the SAA if they do not have access to one of their modules on myLMS.

It is the responsibility of the student to ensure that he/she regularly logs into myLMS to keep up to date with all communication and information regarding their studies.

MyLMS will be the primary source of information during periods of lockdown, whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002).

19. Prescribed Resources

The Institution will not provide the student with the prescribed textbooks and resources. The student is solely responsible for sourcing his/her own prescribed textbooks and resources (at their own cost and expense), as required for each module.

Q: Should I be needing to purchase a textbook, where is the best place to do so?

A: Eduvos has two preferred suppliers. We have Van Schaik Bookstores at certain campuses, as well as Wizebooks. Both suppliers can be found online. Please refer to the Eduvos website for more information in this regard. In addition to the above, and where applicable, students will be able to purchase CompTIA textbooks directly from one of our campuses. This may entitle the student to a discount based on member rates.

20. Formative Assessments

Formative assessments will take place during each academic block. The weighting of each assessment is specified in the module guide. The module guide is the primary source for the details of the assessment type, scope, due date, and time. The weighting of formative assessments may be adjusted during periods of lockdown (whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002)) when the Institution continues with the academic programme through online platforms.

Most modules include formative assessment throughout the academic block such as, but not limited to, tests, quizzes, assignments, class exercises, presentations and tasks of various kinds, and may be found on myLMS. Students are required to consult each module guide for the consequences of missing any assessment.

It is the student's responsibility to ensure that they are aware of the release dates, due dates, and times of their assessments and that they attempt them within the allotted time.

The lecturer will provide the marked assessment and feedback to the student.

Any queries regarding formative assessment results are to be submitted to the case management no later than five working days after these results have been made available on SIP.

Any uncollected hard copy formative assessments may be destroyed once the summative session commences.

A student will not be permitted to repeat any item of assessment that he/she has previously submitted in order to improve the mark for a module, unless otherwise specified in the module guide.

20.1 Queries on Assessments

Any administrative queries regarding assessment results are to be submitted to case management no later than five

business days after the publication of the results.

A business day refers to Monday to Friday, excluding public holidays and weekends.

21. Plagiarism

To ensure that the student is fully aware of his/her obligations in this regard, it is advised that this section be read with the contents of Section 12 (especially in relation to plagiarism).

The Institution's relevant policies, including but not limited to the *Policy on Intellectual Property, Copyright and Plagiarism Infringement* as well as the *Eduvos AI Policies* deal in detail with the issue of plagiarism and possible consequences thereof. This policy is available on myLMS. It is the responsibility of each student to familiarise themselves with this policy before the submission of assessments.

Students are not allowed to copy one another's assessments. Students are also not allowed to make use of sources such as books, journal articles or websites without referencing. The Institution employs specialised software to determine the levels of originality in student work and the appropriate disciplinary action will be taken in cases where work is not referenced properly or is plagiarised. Refer to Section 12 for all disciplinary procedures and the disciplinary code.

All students have the responsibility to:

- Ensure that they are familiar with the Institution's *Policy on Intellectual Property,*

Copyright and Plagiarism Infringement and should apply proper referencing techniques.

- Sign and attach the relevant assessment coversheet to assessment submissions and include the required acknowledgement in a dissertation.
- Students who believe that their assessment was not marked correctly, based on evidence (specific answers that were marked as incorrect are linked to specific module material indicating that the answer is correct in relation to the question), may submit an appeal for a re-mark of a formative assessment on that basis. Formative assessments will only be re-marked in cases where there is validity for the appeal.
- Submit their assessment to the Institution's preferred plagiarism detection software (Turnitin), unless otherwise instructed, to ensure that they are not committing accidental plagiarism.

Students are not allowed to offer their work for sale or to purchase the work of other students. This includes the use of professional assignment writers, tools, websites or any form of generative AI or AI text generators. Any student who fails to comply with the above will be subject to the Eduvos disciplinary process and may, in certain cases, be liable for criminal and/or civil prosecution.

Students are to be vigilant in observing the Institution's protocols (policy and procedures) in relation to academic integrity

Q: May I use a paraphrasing tool to help me paraphrase in my assessment?

A: No. Students are required to do all paraphrasing themselves and the use of such tools may lead to disciplinary proceedings.

22. Assignments and Projects/ Portfolios/Research Essays

These assessments will be provided to students on myLMS. Each module guide will set out the parameters, scope and criteria for the assignments and/or projects. Refer to the assessment specification documents for the generic writing and submission requirements.

All assessments must be referenced according to the prescribed referencing system of the relevant faculty.

MLM Students

If a student submits a project that does not meet the basic requirements as specified in the project specification, it will be returned to the student without being marked. The student will then have to amend the project to meet the required standard and resubmit it. In such a case, 10% will be deducted from the resubmitted project mark. Students must pass their projects before they will be allowed to attempt the remaining assessments for the module.

The Institution will not be held responsible should a student have trouble in mastering the necessary concepts, nor can the Institution be held responsible should the student fall behind schedule.

22.1 Requesting an Extension on Submission

Assignments/projects/portfolios/research essays should be submitted on time according to the submission dates.

Reasons for extension may include the following:

- Circumstances that are unexpected, significantly disruptive and beyond the student's control.
- Serious illness/injury for a substantial part of the assessment period (not less than two weeks) with medical certification.

Students may request an extension to the official submission date. This must be done in writing by completing the application form (with supporting evidence) available on myLMS.

In all cases, the extension will be recorded on the submitted work and the application form filled out. Forms without documented supporting evidence will be rejected. Any decision granted by the Institution will at all times be given at the sole discretion of the Institution.

22.2 Late Submissions

Penalties for late assignment/project submissions are as follows:

5% will be deducted from the student's assessment mark for each calendar day the assessment is submitted late, up to a maximum of three calendar days. The penalty will be based on the official campus submission date.

Assessments submitted later than three calendar days after the deadline or not submitted will get 0%.

Under no circumstances will assignments be accepted for marking after the assignments of other students have been marked and returned to the students.

23. Tests (Invigilated Tests, Online Tests, Quizzes)

Should a student miss a scheduled test for a reason deemed to be valid based on the assessment of evidence (for the submission period) provided to the Institution, the student is required to apply for a deferred test within three business days of the missed test being written. Please refer to Section 40 for the applicable fee.

Applications must be submitted via myLMS. Deferred test applications will only be approved in exceptional circumstances. Further to this, for assessments that are available for attempt over a period of time, the evidence of exceptional circumstances must cover the entire period.

Deferred test applications received after three business days of the missed test

being written will not be considered. The fee is non-refundable.

Should a student qualify for a deferred test but be unable, for whatever reason, to write that test, they will not be granted a further deferred opportunity.

23.1 Class-Based Assessments

These are assessments taking place during normal face-to-face lectures. Students are required to consult their module guides for the consequences of missing such an assessment.

Face-to-face assessments may be replaced with online assessments during periods of lockdown, whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002). The Institution will advise and keep the student up to date on any changes in this regard using myLMS.

24. Assessment Rules

24.1 Assessments Attempted on Campus

- Items such as books, memoranda, notes or papers are not permitted in the assessment venue. Should students be found to have such items not provided by the invigilator, they will be subject to a formal disciplinary hearing. Students must leave all bags, books and personal belongings in the allocated area.

Point of Clarity: Although it may be hard to part with your cellular phone or any other electronic device, we ask that such devices not be brought into an assessment venue. Should a student bring any

electronic device into a venue, they will be required to hand this to an invigilator.

- Mobile phones, tablets, smartwatches or other electronic devices should preferably be left in a safe place and not be brought into the assessment venue. If, for whatever reason, a device must be taken into the venue, it should be switched off.
- During the invigilated session, you are not permitted to talk to other students, look at any students' answer books or borrow any students' stationery or writing instruments.
- If students are less than 30 minutes late, they will be allowed to start the assessment session. Take note that no extra time will be granted.
- No student may leave the assessment venue during the first 60 minutes for examinations and 30 minutes for tests, and the last 30 minutes for examinations and 15 minutes for tests.
- During the assessment session, students will be periodically informed when 30 minutes, 15 minutes and 5 minutes remain of the assessment session.
- When leaving the assessment venue, students must be as quiet as possible so that they do not disrupt the session.
- Should there be a power failure, network failure or unforeseen event occur, students are to cease writing, remain seated and await further instruction from the invigilator.

Please Note

- Write your answers in black or blue ink, using both sides of the paper and leaving the margins entirely free for use by the examiner. Answers written in pencil will not be marked. No correction fluid (e.g., Tippex) may be used. Fill in your personal details on the front cover of the answer book together with your contact number.
- Fill in your personal details on the front cover of the answer book together with your contact number.
- Do not tear any pages from the answer book.
- Do not start each section on a new page of the answer book, unless there is an instruction to this effect.
- The number of each question should be written clearly at the beginning of each corresponding answer.
- All rough work must be done at the back of the answer book and should be clearly labelled as 'Rough Work'. If it is intended that any part of your work should not be marked, a line should be drawn across it.
- If you need an additional answer book, please ask the invigilator. Ensure that your answer books are labelled accordingly (e.g., Book 1 of 2, Book 2 of 2).
- You may not take the question paper out of the venue. The question paper must be put in the front cover of the answer book and handed in. Any work done/answers given on the question paper will not be marked.

NB: It is your responsibility to check on Student Portal for any supplementary examinations for which you may qualify.

24.2 Online Assessments/Remote Examinations

Testing Equipment: Students are responsible for arranging their own equipment prior to their online assessment. This includes a fully functioning webcam and microphone for proctored assessments. The equipment should be tested in advance of the online assessment. Students are advised to check for any pending system updates prior to the start of any assessment. If students are attempting the online assessment using resources from their employer, they must check with their IT department prior to their assessment to ensure that firewalls do not affect access to the online platform. Students must also ensure that they are aware of any loadshedding in their area and that this will not impact on any attempts at the online assessment. Should loadshedding be planned in the area during the assessment, the student must then write the assessment on campus.

Eduvos cannot be deemed liable for any technical issues that occur with the student's equipment. If a technical issue occurs during the online assessment, students should keep a record of the occurrence and how long it has affected them. It is advised that screenshots and/or photos are to be taken for record purposes in order for the student to re-

login into the platform. No additional time will be given during the assessment. Students are advised to complete their assessment to the best of their ability.

Software/packages: Students are also responsible for checking that they have the correct software/package installed prior to the assessment. For a web-based assessment environment, a Windows system on a laptop or desktop will be required and the latest version of your web browser.

Internet Connection: A high-speed fibre connection or similar (minimum bandwidth of 10MB). Adequate data access is required to complete the assessment.

Power Supply: It is the student's responsibility to keep up to date with loadshedding and any planned maintenance schedules and to inform the Institution well in advance if the assessment will be influenced by these schedules. It is the student's responsibility to ensure that they have adequate power supply for the duration of the assessment.

Platform: This is the platform upon which the assessments are administered. Students need to make sure that they undergo all the necessary training on the platform prior to attempting the assessment.

Students will gain access to the training content during induction and orientation in which students have the opportunity to learn how the platform works to eliminate

problems during the actual assessment. It remains the student's responsibility to know how to navigate the system to complete the assessment. It is recommended that students review the training content prior to each assessment period.

Students who do not have adequate resources to attempt assessments remotely must submit an online application to attempt the assessment on campus using campus resources.

Online Assessment Rules

- Students are not permitted to discuss their assessment with others.
- Students are not permitted to consult any learning material, whether printed or online, during assessments, unless specifically instructed to do so.
- Students are not permitted to use the Internet during un-proctored assessments other than for activities directly related to and specified in the assessment.
- Students are not permitted to use their phones, or other electronic devices, excluding permitted calculators.
- Students are not permitted to share any pre-assessment work materials they have done on the platform.
- Students are not permitted to have any help or support while attempting the assessment.
- Students are not permitted to share their login details.
- Students are to remain seated while attempting the assessment.

General

The assessment will only be available during a certain time window as communicated, e.g., a specific day for a specific time period.

Students need to take note that the assessment has a time limit, and no extra time will be granted. Once the assessment time limit has been reached, all questions that have been answered will be automatically submitted for grading.

Students will be informed if an assessment will be proctored. The proctoring software is designed to identify irregularity, such as the student not remaining seated during the assessment or communicating with someone, which may result in disciplinary action being instituted against the student.

There will be only one attempt for the scheduled online assessments. Should there be any connection issues experienced during the assessment, an immediate request including evidence and reason for the loss of connection is to be made via the Student Affairs Advisor/Student Success Team to gain access back into the session. Students will only be allowed back into the assessment if it is still within the allocated time frame and adequate proof of connection loss is provided. The time limit of the assessment will not be amended. Additional attempts or additional time will not be given unless specifically approved.

Additional time will not be provided for slow typists. Free online typing courses are available on myLMS platform to aid with enhancing typing skills.

Students are required to ensure that they submit the correct assessment answer files as no submissions will be accepted after due date and time of assessment.

Q: Will my document be accepted after the due time if the modification date on the file is before the due time?

A: No, file modification dates and time can be tampered with and is not accepted as verifiable evidence.

If you are unable to submit your assessment on myLMS, you are required to ensure that you email your submission to your lecturer and/or AA prior to the due date and time for this submission to be accepted.

25. Summative Assessments

25.1 Assessment Sessions

Two summative assessment sessions will be scheduled per block/per module for UpNxt:

- An initial summative assessment (scheduled at the end of the block/end of the module for UpNxt)
- A supplementary/deferred summative assessment (the supplementary and deferred assessments are attempted at the same time)

Students are responsible for checking the dates and times on the officially published summative assessment schedule.

The official summative assessment schedule released will supersede any preliminary assessment session dates released via the module guide, academic calendar or draft documents. Students are required to access myLMS or report to the assessment venue 30 minutes prior to the start of the assessment. If a student fails or does not attempt the supplementary opportunity, they will not be given another opportunity. Misinterpretation of the assessment schedule is not deemed a valid reason for missing an assessment and therefore no deferred assessment will be approved on this basis.

Students that have a clash on the summative assessment schedule (in other words, two or more modules scheduled on the same date at the same time for the same duration) are required to register for a 'clash assessment' with the campus Academic Administration Manager/Administrator. Failure to do so may result in being denied the opportunity to attempt the assessments under 'clash' conditions.

Should a student wish to attempt an assessment at a campus other than the campus at which they are enrolled, the student needs to apply in writing to their Academic Administration Manager/Administrator at least five business days before the assessment date. The Academic Administration Manager/Administrator will request approval from the other campus and

inform the student whether or not the request has been approved.

The face-to-face contact sessions may be suspended during periods of lockdown, whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002). Students will be advised on the alternative arrangements. This applies to all category students – full-time and part-time.

25.2 MLM Students

Assessment bookings must be made before a specific time on the day prior to the assessment. These times will be communicated at the start of the academic programme.

The student must sign a register to confirm that he/she has understood and will abide by the assessment rules in Section 25.

- All assessments will be attempted in the campus examination centre unless otherwise advised.
- There may be two assessment sessions on a day, of which the examination administrator shall allocate sessions for the students.
- Students are required to inform the examination administrator telephonically or via email if they will be arriving late for the scheduled examination.

a. Passing the Summative Assessment

The summative assessment may be converted to formative assessments due to periods of lockdown, whether local, provincial or national, and in line with the regulations and directives pertaining to the Disaster Management Act (57 of 2002). The summative assessment may be suspended in these instances. This applies to all category students – full-time, part-time MLM students.

Student attention should be specifically drawn to the following:

- The pass mark for an assessment is 60%.
- A mark below 60% for any component of a module will result in a failure for that module.
- Students may not rewrite an assessment that has already been passed in an attempt to improve the mark for that component.

b. Order of Modules

A student must complete all the modules of a programme in the order that is stipulated on the academic transcript. Students may not attempt a component of a module before the previous components of that module have been completed successfully.

c. Practical Assessment

Students will be provided access to the study material, software and hardware on campus that are relevant to the practical assessment as stated in the practical assessment specifications. The student must have written and passed the online assessment for the module before attempting the practical assessment.

d. Final Practical Assessment

Students must complete and sign their programme application form before attempting their final practical assessment. To pass the final practical assessment, a student must obtain at least 60%. Where there is more than one component to the final practical assessment, the weighting of the components will be used to calculate the marks.

The practical assessment is made up of two or more components, each with a sub-minimum requirement of 60%. This means that if the student obtains less than 60% for any component of the practical assessment then that component of the final practical assessment has been failed and must be re-attempted.

e. Arriving Late for an MLM Examination

- No additional time will be given for late arrivals.
- Should a student arrive more than 30 minutes late for an examination, he/she will have to write the examination in the next available session.
- A student may not routinely arrive late for examinations for the purposes of postponing the examination. Should a student appear to be abusing the system of allowing a late arrival to write, further late arrivals by this student will be regarded as a failure to report for the examination.
- A student who arrives more than one hour late will be considered to be absent from the examination.

- A student who fails to report for an examination that he/she has booked will not be allowed to write until two days later.
- Students who provide a valid reason for missing an examination will not be penalised.
- All cases of arriving late for an examination will be dealt with on merit.

f. Assessment Failure

If a student fails an assessment, he/she will be allowed to attempt a supplementary assessment. This applies to the online and practical assessment components. Each component of a module must be passed in order to complete an academic programme.

Upon failing an assessment, a failure notice is issued that must be signed and returned to the examination administrator before the student may attempt the supplementary assessment. If a student does not pass the supplementary assessment, the module has been failed. The campus will contact the student immediately so that arrangements can be made for the student to continue his/her studies.

Components must be completed in the order in which they appear on the academic transcript. This means that if a student fails the supplementary assessment for a component, a fee shall be charged in order to re-attempt that component's assessment.

g. Electing Not to Repeat a Component/Module

A student who has failed a module may, for personal or academic reasons, elect not to repeat the module. In such a case, the following will apply:

- A student who does not complete all the modules that are required for a programme will not be eligible for that academic programme.
- The student may, however, continue with other modules in the programme in his/her remaining contract time. In such cases, the student will receive an academic transcript detailing these completed modules.
- A student who fails one programming language may exercise the option to attempt another programming language at his/her own cost.

h. Vouchers

Applicable to students enrolled for the 2021 academic year and onwards completing any of the vendor-specific modules that have an external voucher opportunity indicated on their planners or started prior to the new pricing structure.

1. Student fees must be up to date and cleared with the campus finance office before the voucher can be issued.
2. Successful completion of the Institution's assessments for that module must be obtained before the voucher can be issued.

3. Only a single attempt at passing the vendor assessment is included within the opportunity. Should the student fail the attempt, another voucher can be purchased from the Institution at partner pricing.
4. Vouchers expire within a year from date issued by the vendor.

26. Assessment Concession

Assessment concession, such as extra time, the use of a scribe or any other concessions awarded, is a privilege extended to a student who, as a result of a disability or medical condition, is unable to complete an assessment under the standard assessment arrangements.

A student who requires a concession for an assessment must apply in writing to inclusion@eduvos.com during enrolment. The application for concession must be supported by a medical certificate and/or other relevant documentation, which should not be older than three years on the date of submission.

Point of Clarity: A request must be supported by documentary proof justifying the need. This can be submitted in response to the need arising (during the course of study) and will be subject to the discretion (which will not be unreasonably withheld) of the Institution.

27. Non-Completion of Assessments

Should a student attempt an assessment and, for whatever reason, not complete the assessment, that student shall not be permitted an additional opportunity to re-write. A student not feeling well on the day of the assessment should not attempt the assessment and should rather apply for a deferred assessment, provided they have valid evidence. Once the assessment session has been started, a student will be deemed to have attempted the assessment and will not be eligible for a deferred assessment.

Students who believe exceptional circumstances apply to their case may apply in writing to case management for permission to write a deferred assessment and, in so applying, must submit evidence in support of his/her application.

28. Supplementary Summative Assessments

A student will be permitted to write the scheduled supplementary assessment under either of the following conditions:

- The final mark for the module is below 50%
- The sub-minimum requirement of 40% was not met for the summative assessment

A student will be expected to pay the supplementary assessment fee as indicated in the Fees Table (Section 40). MLM students should refer to Section 25 for details relating to their programmes.

The mark obtained for a supplementary assessment will be combined with the student's academic block mark in order to calculate his/her final mark.

Should the student still fail the module after attempting the supplementary assessment, the module should be repeated in the next academic block when the failed module is presented again and will be charged at the latest module fee.

A student who does not present him/herself for the supplementary assessment shall not be entitled or permitted to have the assessment deferred. Students who believe exceptional circumstances apply to their case, which may allow them to write a deferred assessment, may apply in writing to case management. In so applying, the student must submit evidence in support of his/her application.

Modules with projects as summative assessments will have a re-submission opportunity instead of a supplementary opportunity. This project re-submission will be capped at a maximum mark of 50% and the academic block mark will not be considered in the final mark calculation.

29. Deferred Summative Assessments

Q: Why should I apply for a deferred if it is the same assessment and fee as a supplementary?

A: A deferred assessment displays on your academic transcript as the initial assessment would have. A supplementary assessment is

indicated on your academic transcript as a supplementary opportunity.

Deferred summative assessments may be granted at the discretion of the Assessment Board.

A student who, for good cause, fails to attend an assessment in a module may apply in writing (within three business days of the missed assessment being written) to the relevant Academic Administration Manager/Administrator at the campus and, in so applying, must submit evidence in support of his/her application.

Q: Is loadshedding a valid reason for missing an assessment?

A: No. Students are required to monitor loadshedding schedules and make alternative arrangements to attempt assessments that may be affected by loadshedding. These arrangements may include attempting the assessment on campus.

After considering all relevant factors such as, but not limited to, past performance, the Assessment Board may permit the student to present him/herself for a deferred assessment if the Board considers the application to be reasonable.

A student who attempts a deferred assessment without having received prior permission from the Assessment Board will be deemed to be attempting a supplementary assessment and the rules relating to the aforementioned apply *mutatis mutandis* (i.e., subject to the same rules and conditions that are applicable to

the writing of a supplementary assessment).

The mark obtained for a deferred assessment will be combined with the student's academic block mark in order to calculate his/her final mark.

A student who has been granted a deferred assessment and who does not present him/herself, or fails the module after attempting the assessment, will not be permitted another opportunity to attempt the assessment. The student will have to repeat the module in the next academic block when the failed module is presented again and will be charged at the latest module fee.

30. Special Examination Opportunities

Should a student that is in the final year of his/her programme pass all modules except one, that student may be eligible to write a special examination in selected theory modules approved by the relevant faculty, provided they have already attempted and failed that module. In other words, the student has attempted an assessment for the module but failed the module overall. Special examinations are not available for practical modules with summative assessments such as projects or portfolios and are only available upon confirmation of acceptance by the head of the relevant faculty.

Students are required to formally apply for a special examination by the specified deadline and may only write that examination provided they have been approved.

A maximum of 50% will be awarded as a final pass mark for any mark achieved of 50% or above in the special examination. Also note that the previous academic block mark is not taken into account in the case of special examinations. A Special Exam attempt shall indicated on the transcript separate from the original module attempt.

Students who fail the special examination will be required to re-attempt the module and will not be eligible to write the special examination again. A student who misses the special examination may submit an application to the Registrar to write the missed examination during the following special examination session.

31. Viewing of Summative Assessments

Q: Will I be given access to the memorandum when viewing my script?

A: No. The purpose of viewing the script is to learn from the assessment feedback and not to compare the marking against the memorandum. Students who may have concerns regarding marking should follow the re-marking application process stipulated in Section 32.

The purpose of a summative assessment viewing is to aid the student to gain a better understanding on their initial assessment

result, enabling them to learn from assessment feedback given. In terms of the Promotion of Access to Information Act (2 of 2000), a candidate has the right to view their completed assessments. The request for viewing the initial assessment must be made prior to the start of the supplementary assessment session for that academic block. To view completed supplementary, deferred or special examination answer scripts, the candidate must apply to view the script within five working days of the release of the assessment results. Viewing of an assessment attempted on-campus must take place on the campus at which the student is enrolled or wherein the student attempted the assessment in question.

32. Re-Marking of Summative Assessment Scripts

The provision of learning outcomes, assessment criteria and feedback, as well as the internal and external moderation process, should reduce the incidence of students who are uncertain of why they have received a particular mark and/or who feel that their performance is not correctly represented by their final result.

If a student is not satisfied with an assessment result, the following procedure must be followed:

- Candidates may apply for the re-marking of a completed assessment and must submit the necessary

application form electronically via myLMS within two business days.

- Refer to Section 40 for fees. Candidates should note that payment of the fees is not equivalent to the submission of an application form and that such payments without application forms cannot be processed.
- A receipt must be issued by the campus as proof of payment for an application for a re-mark of answer scripts.
- No late applications will be considered.

33. Publication of Results

Student results will be released and published via the Student Portal.

Final academic results will be released after approval by the Assessment Board. Under no circumstances will the campus be allowed to provide a student with the published results verbally, telephonically or via email. Academic transcripts may be issued as soon as final academic results have been published.

34. Condonations

Condonement of final mark of 49% for higher certificate modules – Final mark will automatically be condoned for a maximum of two higher certificate modules to condoned pass if the summative assessment mark is 40% or above.

Condonement of final mark of 49% for first-year modules – Final mark will automatically be condoned for one first-

year module to condoned pass if the summative assessment mark is 40% or above.

Condonement of final mark of 49% for third-year modules – Final mark may be condoned upon request for one third-year module to condoned pass if the summative assessment mark is 40% or above and it is the last module required for the student to complete the qualification.

Should a student achieve a final mark of 74% for a module, this mark will be condoned (adjusted to pass) to 75%, provided that the student has achieved 75% or above in the summative assessment in that module.

Further condonations may occur at the discretion of the Assessment Board.

MLM Students

Should a student achieve a final mark of 59% for a module, this mark may be condoned (adjusted to pass) to 60%.

35. Assessment Related

Application/Query

Timeframes

Assessment Related Applications/Queries	Timeframe
Application for a deferred assessment	3 working days after missed assessment
Application for a re-mark of a formative assessment	5 working days after result release
Application for a re-mark of a summative assessment	2 working days after publication
Application for a special examination	By Week 2 of the Block
Application to attempt at another campus	5 working days prior to assessment
Application to attempt a proctored assessment on-campus	2 days prior to assessment
Application to view an initial summative assessment script	Prior to Supplementary assessments
Application to view a supplementary/deferred or Special summative assessment script	5 working days after publication
Query regarding an assessment result	5 working days after publication
Request for extension on assessment submission date	Prior to the submission date

36. Academic Transcripts

Academic transcripts are given to students at the end of their academic year of study. Students with outstanding fees will not receive their academic transcripts, but only a letter confirming that they have been a registered student at the Institution.

MLM Students

An academic transcript is sent to the student quarterly or upon request. The first academic transcript per year is sent within the first month of the student's academic

start date. A second copy may be given to the student personally. It is important that the copy is signed, and the transcript returned to the allocated lecturer within 10 business days of the following month. The overall mark on the transcript is calculated using a weighted average for all the modules that have been completed at that particular time.

37. Programme Requirements

Academic programmes are awarded after the successful completion of the required modules and are dependent on the student meeting the requirements below. The Institution states that the validation of a programme is not automatic but is awarded on an individual basis. The Institution thus reserves the right to withhold the reward of a programme when, after its internal academic and certification review process, it appears that the student has not met the standards set by the Institution.

To qualify, the student must meet the following conditions:

- All modules and other relevant requirements for that programme must have been passed
- All fees owing to the Institution must have been paid

To qualify for a programme *cum laude*, the student must meet the following criteria:

- No module has been failed
- All modules have been passed during the first examination/summative assessment attempt

- All modules have a final mark of 60% or higher
- The student has achieved 75% or above as a final average for the programme
- The student has completed the programme within the allocated time without putting the programme on hold
- The student has never been suspended from studies for any reason

Point of Clarity: In the event of a student deviating from the recommended study duration, the student must be aware that such a decision may impact on him/her being eligible for the *cum laude*.

To qualify for a programme *magna cum laude*, the student must meet the following criteria:

- No module has been failed;
- All modules have been passed during the first examination/summative assessment attempt;
- All modules have a final mark of 60% or higher;
- The student has achieved 80% or above as a final average for the programme;
- The student has completed the programme within the allocated time without putting the programme on hold;
- The student has never been suspended from studies for any reason;

Students that transferred from other higher education institutions and accumulated credits towards their previous programme will also graduate *cum laude* or *magna cum laude* should they meet the above criteria.

Should a student not complete the programme for which he/she is registered, or fail to meet the programme criteria, the student will receive an academic transcript stating the modules that were passed and marks that were achieved.

38. MLM Status Conditions

38.1 Credits for Absence from Campus

In the event of a sickness, only a medical practitioner's certificate will be accepted. This medical practitioner's certificate should indicate the name of the student, the reason for the absence and, where applicable, the student number. Forgery of any kind will be considered a 'very serious' offence.

Medical practitioner certificates that are not handed in on the first day of return to campus will result in no credits or alternate study arrangements being awarded. Only certificates from a practitioner registered with the Health Professions Council of South Africa will be accepted.

- A student may be granted compassionate leave. Such cases will be treated on merit and may require supporting documentation.
- For any other absence, which is not covered by the cases above, the student will have to work in lost study time in his/her own time.
- For part-time students, all absence from campus will be treated on merit.
- Students are expected to avoid making vacation arrangements that conflict with campus terms.

- No credit will be given for students taking their vacation during the campus term.

In the event of a full-time student being booked off for up to five consecutive academic days, the following will apply:

- A medical certificate must be produced on the day of return to campus.
- The student must apply in writing to work in the lost study time by attending part-time classes. The Campus General Manager of the relevant campus must approve this request in writing.
- Specific dates must be provided upon which the student intends to attend the part-time classes.

In the event of a full-time student being booked off for six or more consecutive academic days, a student will be given credit for the absent days on the following condition:

- A medical certificate must be produced on the day of return to campus.
- The student must apply in writing for the credit.
- The Campus General Manager or Programme Convenor must approve this request in writing.
- The credits provided will be a number of academic days equal to the number of academic days lost during the period of illness.

38.2 Extended Study

An Extended Study Period contract will have to be entered into between the student/guardian and the Institution.

Students must re-register for the programme if this contract is not entered into within two months for full-time and four months for part-time students.

The monthly programme fee will be required in advance for the extended study period. The fee will be the monthly rate for the stipulated programme at the time of the contract being entered into.

38.3 Putting a Programme on Hold/Requesting an Interim Study Interruption/Leave of Absence

A student may request to have his/her programme be interrupted for a specific period. Such a request must be done in writing and should state the reason (e.g., preparing and writing external examinations) for interrupting the programme. This request will be regarded as approved only once the student has received written approval from the Registrar.

The total period for which a programme has been interrupted may not exceed the following:

- Two months for full-time students
- Four months for part-time students

The monthly invoicing will continue as normal during this period, with the appropriate study time added at the end of the initial programme completion date.

No credits will be given for the loss of any skills due to the programme being put on hold.

38.4 Change of Shift

A 'change of shift' refers to a change from part-time study to full-time study or from full-time study to part-time study, which may trigger the need to re-contract with the student.

- The student must apply in writing to the Programme Convenor the approval of the Registrar at least one month prior.
- The finance office at campus level will invoice accordingly.
- The application will be considered approved only once the Programme Convenor has signed the new Agreement after the approval of the Registrar.
- The new Agreement is not possible in retrospect and cannot be backdated to an earlier date.

39. Transfers

Should a student wish to transfer from one campus to another, a request should be made in writing to the SAA of the campus at which the student is currently studying and the SAA of the campus to which the student wishes to transfer. Finance, Academics and General Manager of both campuses must approve transfer. Inter-campus transfers will only be allowed in exceptional circumstances, and only one such transfer will be allowed in student's study period. Student may be required to sign for new fees and new rules and regulations.

40. Protection of Personal Information Act ("POPI")

- Both Eduvos and the Student/Sponsor acknowledge their respective obligations and agree to comply with the provisions of the Protection of Personal Information Act 4 of 2013 ("POPI") in relation to any collected data which may contain personal information (as defined in Section 1 of POPI) as collected from the Student and/or Sponsor for purposes of enrolling with Eduvos. Such Information may include, but not be limited to, academic progression, administration and support services.
- The Student and/or Sponsor acknowledge that they know and understand their right to privacy and to have Personal Information processed in terms of the conditions for lawful processing of Personal Information. The Student and/or Sponsor further acknowledge and accept that Eduvos may from time to time share their personal information with affiliates for the benefit of the Student. By enrolling with Eduvos, the Student and/or Sponsor hereby consent to collection, processing, further processing and distribution of Personal Information where Eduvos is legally required, and/or obligated to do so, including distributing Personal Information to authorised Eduvos employees, agents/ contractors or affiliates to process for the benefit of the Student for a lawful purpose and for the Student's legitimate interest.
- The Student and/or Sponsor consent to being contacted by such

agents/contractors and affiliates. The Student further consents to Personal Information, including but not limited to academic results or academic transcripts, being shared with the Sponsor (parent/legal guardian of a Student or, in the case of a corporate Student, his corporate sponsor) upon the Sponsors written request.

- Personal Information provided to Eduvos will be stored on Eduvos servers (including online cloud-based) and is only accessible by authorised employees, agents/contractors of Eduvos or affiliates for a defined legal purpose. By enrolling, the Student and/or Sponsor explicitly consents that, in terms of section 72 of POPI, Personal Information provided may be transferred, processed or stored in countries outside South Africa. For the avoidance of doubt Eduvos confirms that any such Personal Information stored outside of South Africa will at all times be protected in a manner which is no less stringent to that required by POPI.
- The Student and/or Sponsor further consent to Eduvos obtaining, using and disclosing Personal Information as follows:
 - For Eduvos to perform any obligations and enforce any rights under these terms and conditions;
 - To use the Personal Information provided to further inform the Student and/or Sponsor about Eduvos's additional service offering, including

other programmes that may be of interest to him/her;

- The Student and/or Sponsor acknowledges and agrees to Eduvos using or disclosing relevant Personal Information where either directly or indirectly required to do so in terms of any laws or orders of court, or where requested to do so by certain Government organisations or for record keeping and statistical purposes.
- The Student and/or Sponsor agree to not disclose any personal details and/or access details in relation to any ID that has been issued to the Student or his/her online enrolment details to any unauthorised third party or record such details in any way that may result in them becoming known to a third party. Should the Student not keep his/her personal details/access details safe, such a Student thereafter indemnifies Eduvos and gives up any claim they may have against Eduvos for any loss or damage the Student and/or Sponsor may suffer because they have failed to keep such information safe. Upon the Student's access details/applicant ID having been entered, Eduvos will assume that any activity in relation to the Student's online enrolment or usage is that of the Student and any instruction is genuine. Even if someone else uses your access details, Eduvos may carry out an instruction as if the Student authorised it.
- Eduvos confirms that it has reasonable security safeguards in place to protect

the Student's access details and or Sponsor's details and other personal or confidential information provided by the Student and/or Sponsor via the online enrolment process or received throughout the enrolment process. However, the Student and/or Sponsor accepts that, whilst Eduvos will take all reasonable steps to prevent security breaches in respect of online enrolments, any information sent over an unsecured link or communication system is susceptible to unlawful monitoring, interception or access by a third party, for which Eduvos will not be responsible.

- The Student and/or Sponsor agree that any Personal Information provided to Eduvos is correct, accurate and up to date. Should any Personal Information of the Student and/or Sponsor change, the new updated Personal Information is to be sent to an Eduvos Student Advisor.
- The Student and/or Sponsor has the right to withdraw consent and may object to the processing and/or sharing of Personal Information by providing written notice to the Institution in this regard

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Tel: +27 (0)11 690 1700

OR

9 Rogers Street, Kaapzicht Building, Tyger Valley, Cape Town

Tel: +27 (0) 21 914 8000

Office of the Registrar (or Head of Programme where applicable)

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OR

9 Rogers Street, Kaapzicht Building, Tyger Valley, Cape Town

Tel: +27 (0) 21 914 8000

41. Contact Details

For any queries, please contact your Campus Academic Admin Manager.

42. Fees Table

2024 Sundry Fees	Description	2024 Fee
Application for supplementary, deferred or special summative assessments (application form available on myLMS)	This fee is charged when a student applies to attempt a supplementary, deferred or special summative assessment which includes special projects and MLM/UpNxt supplementary examinations.	R690
Application for deferred formative assessments (application form available on myLMS)	This fee is charged for every deferred formative assessment applied for.	R120
Reprint of 'final graduation' transcript	Printed by the graduation office. The student is responsible for arranging the courier services i.e., collection and delivery, which shall be for their account. <i>(Please note that the Institution only issues one original sealed certificate per graduate per graduation. An original sealed certificate will not be re-issued in cases where the original document has been lost, damaged or destroyed. Only a duplicate non-sealed certificate will be issued)</i>	R240
Replacement of student card	For the loss of a student access card.	R220
Re-mark of summative assessment script (application form available on myLMS)	This fee is charged for the application for a re-mark of a summative assessment script.	R590
Academic credit transfer	This fee is charged for every module exemption applied for. If approved, an additional amount of R350 per module is payable.	R590
Academic credit transfer - Internal	Zero Charge	R0
Recognition of prior learning (access)	RPL for admission purposes.	R380
Recognition of prior learning module exemption)	RPL for module exemption purposes.	25% of module fee
Exemption test	Exemption test fee is charged per module applied for. If passed, an additional amount of R350.00 per module is payable.	R290
Credit test	Credit test fee is charged per module applied for. If passed, an additional amount of 25% of the module cost (from which the application fee will be deducted) is payable.	R690
IAB Membership	Upon completion of the below modules, students may register and use the designation MIAB: Financial Accounting 1A & 1B; Financial Accounting 2A and 2B; Accounting for Computers	Application: £33 Membership: £125
Administrative fee	This fee covers the MS student license, DALRO license and first-print student card – applicable to all students. This amount is included on your quote (prefixed to the Agreement) and is payable with the first instalment.	R350
Applied Science replacement costs	Lab Coat	R320
Applied Science replacement costs	Goggles	R70

E-Sports	E-Sports	R190
MLM extensions		
Extension fees - Daily Rate – Full-Time	New Extension Fees - FT @8hrs/day	R240
Extension fees - Daily Rate – Part-Time	New Extension Fees - PT @3hrs/day	R120
Extension fees - Monthly Rate – Full-Time	Monthly FT - 20 days @8hrs/day	R4,500
Extension fees - Monthly Rate – Part-Time	Monthly PT - 8 days @3hrs/day	R910
Extension fees - Monthly Rate – Online	Part-time - 8 days@3hrs/day	R910

