

STUDENT CONTRACT

LEARNER REGISTRATION POLICY

Registration of a Learner

Learners are either 'award' learners (following a scheme of study leading to competency of a FULL qualification registered on the NQF e.g. Health and Skincare) or 'non-award' learners (following a scheme of study leading to competency of a PARTIAL qualification registered on the NQF e.g. Makeup).

All learners are required to register at enrolment, when starting their programs, or at the beginning of each subsequent level of their program. The time frame on which learners register shall be the responsibility of Sanguine College, provided that it complies with the deadline for submission of registration documents and fees to the ETQA.

Registration implies agreement by the learner registering, that, while she remains a registered learner, she is to abide by the authority and discipline of the ETQA conferred by the SAQA Act, 1995, by the SAQA Regulations, the SAQA guidelines and criteria documents and the Policies and Procedures of the Academy/ETQA. (www.saqa.co.za)

Information provided by learners at registration will be treated as confidential by the ETQA, but will be passed on to the NLRD, SAQA and if required within sound reason, other ETQA or relevant bodies.

A learner shall notify the ETQA through Sanguine College of any subsequent changes in information provided at time of registration, as soon as possible.

No learner shall be registered as a learner for more than one full qualification at a time without due consideration and guidance by Sanguine College.

The ETQA would recognize a learner's transfer from one program to another or from one educational institution to another. Sanguine College must however notify the ETQA of these instances.

Registration Regulations

Registration Status

At the beginning of each year, a learner shall be registered as either a full time or part time learner. Registration for individual units or qualifications will be done in the relevant portion of the ETQA's database.

Registration Period

For the purpose of these regulations, the registration period is defined as the duration of the first 4 weeks of the year during which registration takes place at appropriate times. The registration period may include late registrations only after mutual agreement between Sanguine College and the ETQA in writing. The registration period will be predetermined by the ETQA, and will only be subject to alteration by the ETQA.

RESULT SLIPS AND TRANSCRIPTS

Learners will be provided with result slips by Sanguine College that may show literal grades as well as the following classification letters: P – Pass, AW – Academic Warning, I – Incomplete, W – Withdrawal, R – Retake, DISC – Discontinuation.

AW – Academic Warning: A learner who fails in more than half of the units taken in any one semester shall be given an Academic Warning by Sanguine College.

I – Incomplete: Only used at the end of a semester, not used during the withdrawal period. This is assigned to a learner who, because of reasons acceptable to Sanguine College, is unable to complete the work of the course, but whose work is in good standing. This grade will be considered failing if the work is not caught up in the next relevant examination sitting. After this period, the incomplete grade will be changed into a failing grade or a zero score. Examinations for the



incomplete units shall be set at a convenient time during a semester as may be determined by Sanguine College. The lecturer who taught the course shall set the incomplete examinations. If he/she is not available, Sanguine College shall assign this duty to another lecturer in the same field.

W – Withdrawal: A learner can withdraw from a course registered with the relevant ETQA without incurring any penalty within the first four weeks of the year. The learner must officially withdraw by completing a withdrawal form from Sanguine College. Failure to do this will result in an E-grade at the end of the semester. Grade E will be awarded a zero score in this scenario, and will be included in the cumulative average score at the end of the final semester. In cases where a unit grade (E) is a prerequisite to another unit, the unit must be taken and passed before a learner will be allowed to register for the following unit. A learner can also withdraw from Sanguine College within the first four weeks by following the same official procedures and signing a withdrawal form. All withdrawals will be communicated through to the ETQA. A learner who withdraws without following the necessary procedures, will be considered to have failed, and will be expected to retake the unit(s). All result slips will be supplied to the ETQA at the end of the academic year.

Letter of Completion

A letter of completion will be issued to the ETQA before graduation to confirm the names of learners who completed their programs/qualifications.

Institutional Transfers

Learners joining an institution to start their program/qualification are allowed to apply for institutional transfers by completing prescribed forms from the institution. The forms will then be signed by the institution involved. The ETQA will then consider these applications, and an acceptance letter will be sent out to successful applicants who must then transfer to the new institution within the first four weeks of the semester.

Discontinuation

A learner who fails in all units in any one semester will be discontinued. A learner whose cumulative failures after receiving academic warnings from the previous semester are more than half of those units taken in two consecutive semesters will be discontinued. After three warnings, academic, attendance or behavioural, a learner will be discontinued from the course.

Re-Taking Units

A learner who fails up to half of the program/qualification taken in any one semester will be allowed to re-take the failed units. Re-take exams will only occur in June and November exams. However, if the failed program/qualification serves as prerequisite for the following advanced courses (second semester), they will have to first be passed before the learner will be allowed to enroll in the advanced program/qualification. No re-taking of program/qualifications will be permitted after award classifications have been done. No learner will be allowed to re-take non-failing units for the purpose of a better grade. Re-taken failed units will be graded as those of normal examination units but will not receive a higher grade than pass grade. No learner will be allowed to re-take a program/qualification more than twice.

Graduation

Only learners who completed and passed all the required units, including core and practical(s) where applicable, will be allowed to graduate.

EXAMINATION IRREGULARITIES

A learner who is caught or is involved in any examination irregularity shall immediately be discontinued from further study at Sanguine College.

Examination irregularities are constituted by:

Passing/receiving relevant verbal/written communication to/from another learner during examination.
Unauthorized possession of used/unused examination answer booklets outside of the examination room.

Possession of any unauthorized written material relevant to the examination in the examination room.
Copying another learner's answers.

Returning answer booklets with written answers after the examination has passed.

CONFERMENT OF QUALIFICATION

A person is entitled to describe him/herself as a holder of an award granted by Sanguine College as from the date it has been awarded by the accredited institution, assessment house and is verified by the ETQA. Graduate awards will be withheld should the graduates not clear all liabilities towards the ETQA.

LOSS OF CERTIFICATE

Sanguine College /Assessment House/s may re-issue a copy should the following conditions be met:

1. The holder of the original certificate is to produce a sworn affidavit.
2. The copy must be marked with the word 'COPY' across it.
3. The copy may be issued against payment.

TERMINATION OF REGISTRATION AS LEARNER

Attendance and Progress:

A learner will be required to attend all lectures, tutorials and other forms of instruction prescribed by her scheme of study, and to submit work and required elements that make up the Continuous Assessment Mark, by appointed dates. Absence due to ill health or any other reason must be reported to the principal of the college immediately, and be supported by relevant documentation. Final absence approval rests with the Sanguine College, and not with the ETQA. The learner will have to make up for missed events, and will be required to still complete the relevant requirements. The principal may ban a learner from taking part in examinations if the learner's attendance is deemed unsatisfactory. After three attendance warnings the student may be discontinued from the course.

Conduct of Learners and Institutional Discipline:

Learners shall at all times conduct themselves in a manner conducive to the furtherance of the objects of Sanguine College and to the maintenance of its efficiency and well-being as an academic community. The following shall be held to be a breach of Academic Discipline, and will render a learner liable to action under the Code of Discipline:

Breaches of Criminal Law:

These will invariably be reported to the police, but does not prejudice Sanguine College's right to institute its own disciplinary proceedings, whatever the outcome of reference to the police.

Conduct which obstructs or interferes with teaching, research and the administration of Sanguine College.

Conduct which obstructs any member of Sanguine College, officers or employees from discharging his/her lawful duties. Conduct prejudicial to Sanguine College relations with the general public. Failure to comply with any rules made to maintain the order and efficiency of Sanguine College, for example rules relating to the use of, the parking of motor vehicles, security, the care and tidiness of grounds, buildings and property.

Improper and indecent language and unbecoming behaviour, including harassment on or off site towards fellow learners and other members of Sanguine College. Gross misconduct that may tarnish the image of Sanguine College. After three behavioural warnings the student may be discontinued from the course.

LEARNER HEALTH

The applying learner is certified medically healthy to complete the course of studies.

Any learner suffering from, or believing that she may be suffering from, infectious illness, or in whose home/lodgings such illness is/has been, should immediately notify her medical practitioner and the principal of Sanguine College. No learner may return to the college in such circumstances unless a medical practitioner appointed by Sanguine College has provided her with a certificate stating that there is no danger of infection being conveyed to other persons.

RULES AND REGULATIONS

These rules are set out by the international institutions and must be adhered to.

1. No smoking in public whilst in uniform. You may use designated area but not during salon days.
2. Dress code: Sanguine College uniform, clean and neatly ironed.
3. Shoes, closed heel and toe, flat and comfortable.
4. Hair in a neat up style if long and out of face, if short – neatly styled. Hair pins must be same colour as hair, hair elastic can't be visible, no headbands, use hairspray/gel were necessary.
5. Full day make up every day.
6. Only one pair of earrings e.g. sleeper, studs or small colourless jewel setting. No nose studs, brow studs or any other visible studs or jewellery.
7. Always be punctual.
8. You will only be excused from class with a doctor's certificate or joint permission from principal and parent/guardian.
9. Nails short, clean and neat with no nail varnish.
10. No alcohol may be purchased/used on premises or whilst in uniform.
11. You will respect your lecturer with any disagreements handled in a calm manner and in private.
12. You will respect Sanguine College equipment and furniture. Any breakage will be for your account.
13. No stealing or vandalism.
14. No swearing in the class or use of offensive language or racial/sexual/cultural remarks.
15. You are responsible to help secure clients for salon days as set out in your class schedule.
16. No tooth gems or gold pieces or tongue jewellery.
17. No eating in classrooms – use the designated area.
18. No chewing gum in class.
19. You will be responsible for the cleaning of your classroom at the end of every day.
20. Ensure that any tattoos are covered while in uniform.

SIGNED

LEARNER NAME

PARENT / GUARDIAN



LEARNER REGISTRATION CONTRACT

Entered into by and between:

SANGUINE SPA AND COLLEGE (PTY) LTD Registration Number 2011/007845/07 (herein represented by Michele Cronje in her capacity as director and duly authorized thereto by virtue of resolution) and:

STUDENT NAME

and:

PARENT/GUARDIAN

for:

COURSE DURATION

REGISTRATION RULES

The student and parent/guardian hereby acknowledges that she has been furnished with a copy of the LEARNER REGISTRATION POLICY, STUDENT HANDBOOK CODE and has seen POLICIES OF SANGUINE COLLEGE initiated by both parties for identifications, applicable to Sanguine College and agrees to be bound by the spirit and letter thereof.

The student and parent/guardian acknowledge and agree that admission to the classes is subjected to the student's compliance with the RULES AND REGULATIONS as well as the STUDENT HANDBOOK CODE and POLICIES OF SANGUINE COLLEGE. Should the student be in breach of any of these rules and ethics, she may be refused permission to attend classes.

FEE STRUCTURE AND PAYMENT

The student and parent/guardian accepts that fees are neither refundable nor transferable upon cancellation, discontinuation or expulsion at any stage after signature hereof and shall be retained as damages/penalty. No variation, modification or waiver of any provision hereof shall be of any force and effect unless reduced to in writing and signed by both parties.

The student and parent/guardian agree and accept that should she discontinue the course for any reason whatsoever, she shall be liable for payment of a penalty fee, which constitutes 20% of the full year fees.

Should the student and parent/guardian fail to make any payment in terms of this agreement on the due date, the full balance outstanding will, without notice, immediately become due and payable. (See LEARNER REGISTRATION POLICY)

Should the student discontinue her studies or change any of her personal details, including address and contact number, she will immediately notify Sanguine College in writing thereof and retain a receipt of such notification for record purposes.

In the event of a notice to discontinue the course, (part time or full time), the student will be obliged to give 1 calendar month's notice of cancellation. Notice of cancellation will not negate the student's liability for payment as hereinbefore set out. (See RETENTION POLICY and WITHDRAWAL POLICY)

Accounts with Sanguine College are not permissible and must be paid before the 5th day of the month as selected in the payment option section of the application form. If not paid on the 5th of the payable month, the student will not be allowed in class. If the 5th falls on weekend, the payment must be made on the Friday. Arrear instalments will incur an interest charge of prime plus 5% per month.

The student, on her behalf, and the parent/guardian of the student and on their personal behalf, do hereby indemnify Sanguine College and waive any claims which they may have in law against Sanguine College arising out of any accident, injury, illness or loss of life during the duration of her studies.

HEALTH AND SAFETY

The student must follow hygienic precautions at all times to avoid cross-infection. She should adhere to the CODE OF ETHICS as provided to her.

This applies to all students. This is not an optional concern, but a serious matter and compulsory for all students.

1. Under Disinfectants and Sterilants

a. All disinfectants and sterilants must be in the manufacturer's original packaging, e.g. surgical

spirits, savlon, hibertaine etc.

b. The student may no longer decant it into plastic bottles. This is to avoid accidents.

c. No disinfectant or sterilant may be diluted.

2. Students must use gloves on infected, open skin. Finger cuts are accepted, except for waxing.

3. Hepatitis B inoculations are compulsory and students must supply Sanguine College with a copy.

(Some

pharmacies offer this service).

The student agrees that she will accept the full responsibility for replacement of any items/machine attachments (property of Sanguine College) broken or damaged by her. Sanguine College will replace the broken item at the expense of the student.

QUALIFICATION REQUIREMENTS

The student acknowledges that in order to qualify for admission to the end/final examinations, the following requirements have to be met:

1. Tuition hours must be completed (1200 hrs).

2. All fees must be paid in full including external examination fees.

3. Pass requirements must be met (60% Theory and 60% Practical).

4. A complete competency profile must be completed in all unit standards, and verified by a registered moderator.

Examination re-takes is unnecessary if the student attends all classes and pass all tests. Re-takes may only be allowed if necessary qualifying requirements have been met. (See POLICIES) The first re-take per unit will be free of charge, however after this the student will be charged R100 per unit.

OFF-SITE REQUIREMENTS

Experiential Policy addresses this issue. The students are required to gain experiential therapist hours in a spa/salon environment to a total of 600hrs.

ABSENTEEISM (See LEARNER REGISTRATION POLICY)



The student agrees that only a doctor's certificate is a bona fide reason for not attending classes. Any time missed due to excusable absence will have to be worked in after hours. Student's time at classes will be recorded in a log book, and admission to any examinations will not be allowed unless the minimum required hours have been completed and logged. If a student is not in possession of a complete portfolio of marks or a 100% attendance record, she will be awarded an incompetent profile, which means that she will not be allowed into the exam.

The student must be punctual at all times, and is to be seated and ready with the necessary books, stationery etc. 5 minutes before class commences.

Terms change annually, and the term program will be provided to students at the beginning of each term. The student must follow this program to avoid confusion and to prepare her for the term ahead.

OTHER

Theft is regarded in a serious light. If you are caught, immediate dismissal will follow.

The office telephone may not be used for personal calls. Parents can contact students during break times. **No cell phones are allowed in class.** Incoming calls of extreme urgency will be dealt with by Sanguine College.

Students do practical on clients weekly. You are requested to provide your own clients from time to time.

Sanguine College reserves the right to expel a student should she make herself guilty of misconduct or in any way infringe on the well-being or progress of the course, or fail to uphold the ethics laid down in this document. (See LEARNER REGISTRATION POLICY)

VARIATION

No variation of or addition to the terms of this contract shall be valid unless contained in writing and signed by both parties hereto.

BREACH

Should there be a breach of any one of the terms and conditions of this agreement by either party and in the event of such party failing to remedy such breach within a period of fourteen (14) days after a written demand to remedy, then:

1. SANGUINE COLLEGE may, should the LEARNER remain in default:
 - 1.1 cancel the agreement and keep all monies paid by the LEARNER as a non refundable payment; or
 - 1.2 claim specific performance of all the LEARNER'S obligation in terms hereof, in either case without prejudice to his right to claim damages, if any, from the LEARNER.
2. The LEARNER may, should SANGUINE COLLEGE be in default:
 - 2.1. cancel this agreement in the event, SANGUINE COLLEGE failure to remedy the breach within the above 14 (fourteen) day written remand, and claim damages from SANGUINE COLLEGE, if any, alternatively the LEARNER may claim specific performance.

WHOLE AGREEMENT

This agreement constitutes the whole of the agreement between the parties relating to the subject matter thereof, and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties. The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.

WAIVER

No waiver of any of the terms and conditions of this agreement will be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only



in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

NOTICES AND DOMICILIA

The parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for of necessary in terms of this agreement, the following addresses:

LEARNER _____

SANGUINE COLLEGE _____

or such other address or telefax number as may be substituted by notice given as required. Each of the parties will be entitled from time to time to vary its *domicilium* by written notice to the other to any other address within the Republic of South Africa which is not a post office box or poste restante.

Any notice addressed to a party at its physical or postal address will be sent by prepaid registered post, or delivered by hand, or sent by telefax.

- 3. A notice will be presumed, unless the contrary is proved, to have been given:
 - 3.1. if posted by prepaid registered post, 5 (FIVE) days after the date of posting thereof;
 - 3.2. if hand delivered during business hours on a business day, on the day of delivery;
 - 3.3. if sent by telefax, on the first business day following the date of sending of such.

COMPREHENSION AND ACCEPTANCE

I hereby confirm to comprehend and accept all details of the Learner Contract:

Signed at George on _____ day _____ month _____ year.

 NAME : LEARNER

 SIGN

 NAME : PARENT/GUARDIAN

 SIGN

 NAME : WITNESS

 SIGN

 NAME : PRINCIPAL /DIRECTOR

 SIGN