

# REGISTRATION AGREEMENT

## DEFINITION OF TERMS USED IN THIS AGREEMENT

- **Academic Programme**

Open Window's qualification curricula that, upon successful completion, leads to the awarding of an accredited certificate or degree recognised by South African statutory governing bodies (CHE, DHET, SAQA, etc).

- **Academic Year**

The period of the year during which students attend lectures/workshops or any other learning programme/s. The Open Window's academic year is comprised of 4 terms. A term is generally 8 weeks in duration. Student holidays are separate from the 8 week term.

- **Amendment**

Any change pertaining to a Student's registration. This may be personal information, subjects changes, elective choices, study modules, selected qualifications or other.

- **Application Fee**

A non-refundable fee paid to initiate an application to study at Open Window.

- **Assessment**

The methods and tools used to evaluate, measure and document the academic readiness, learning progress, skills acquisition, or educational status of students.

- **Accepted**

A prospective student who went through selection process and has met the requirements of entry into Open Window's academic programmes.

- **Cancellation**

The termination of a subject, elective, module, qualification for which the Student has been registered within an active academic year.

- **Closing Dates**

Dates upon which Students are able to register at Open Window. It is important to note that no registrations will be processed electronically during Open Window's annual shut down period in December.

- **Education Services**

The facilitation of learning and skills development through assessment to registered Students of Open Window's qualification programmes.

- **Elective/Module**

A course applicable to a qualification. Electives support the intended field of specialisation. Electives are shorter in duration and typically run for 1 term (8 weeks).

- **Full Settlement**

This refers to full settlement of the total tuition applicable to an academic year. It is important to note that if this payment option is selected and full payment is not made by the due date, the Student will not receive their timetable. Final date for full settlement of tuition fees is 31 January.

- **Illness**

A physical ailment, disease or period of sickness which renders the Student incapable of attending classes and/or affects the Student's ability to study.

- **Late Registration**

A Student Registration that occurs less than 2 weeks before classes commence.

- **Medical Evidence**

This is required in writing on an official medical certificate and signed by a registered medical practitioner. This practitioner must be certified to diagnose and treat patients and must be registered with a professional council established by an Act of Parliament. Open Window will not accept as valid a certificate that merely states that the practitioner "saw the patient" or "was informed by the patient". The practitioner must declare that it is his/her professional opinion that the Student is/was unable to attend class as a result of a specified illness or injury. The practitioner must also state clearly the duration and dates (inclusive) on which the Student will be absent/incapacitated.

- **Medical Postponement**

This refers to the postponement of a Student's studies during an active academic year due to medical reasons which have been accepted as valid by the Registration Board. Studies which are postponed in a current academic year are to be recommenced in the following academic year. Any financial credit as a result of a medical postponement will not be refunded.

- **Medical Practitioner**

The Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974) defines a medical practitioner as a person entitled to practise as a medical practitioner in terms of section 17 of said Act. *Furthermore, the Act lists the following professionals to be medical practitioners:*

- + Medical practitioners (Doctor with MBChB degree) that are registered with the Health Professions Council of South Africa.
- + Dentists that are registered with the Health Professions Council of South Africa.
- + Psychologists with a Masters Degree in Educational, Counselling or Clinical Psychology that are registered with the Health Professions Council of South Africa.

- **OW Campus**

Open Window's Centurion campus situated at 1297 John Vorster Drive, Southdowns Irene.

- **Payment Options**

*Open Window has only 2 payment options:*

- + Full Settlement of the programme fee before classes commence or
- + Monthly Instalments via 10 consecutive monthly Debit Order instalments.

- **Proof of Registration**

As issued by the Registrar, this non-financial document serves as confirmation of the Student's registration for a specific academic year. Selected subjects and electives are listed on this document. The issuance of this document leads to the generation of an fee invoice detailed on the debtor's account at Open Window.

- **Provisionally Approved**

This indicates a Student's conditional approval to study at Open Window. If all necessary conditions are subsequently not met, the provisional approval status lapses.

- **Provisionally Registered**

This refers to a Student's conditional registration. In the event that all outstanding conditions necessary for the finalisation of the Student's registration are not met, Open Window reserves the right to terminate the provisional registration. In addition if the Student does not comply with all the outstanding conditions timeously, the provisional registration status lapses.

- **Registration Board**

The OW Registration Board consists of senior personnel and management and is constituted as the decision making authority pertaining to any aspect of a Student's application to and enrolment in any Open Window programmes.

- **Registration Fee**

The compulsory, non-refundable fee payable to begin a Student's registration process. This amount is then deducted from the total tuition fees applicable to an academic year upon successful registration.

- **Statement**

A Student's financial statement lists any invoices that have not yet been paid as well as the amounts paid to date. The statement also details all outstanding amounts still to be paid within the specified period (i.e the academic year).

- **Subject**

A specific body of theory applicable to a programme or qualification (i.e field of specialisation). Subjects usually cover a full academic year. Subjects carry the highest credit weighting on the National Qualifications Framework (NQF).

- **Subject Credits**

Subjects credits are a measure of the notional hours or learning time that it would take an average student to complete the prescribed outcomes of a course. This includes class contact time, structured learning, workplace learning, assessment and self-study. 1 credit is equivalent to 10 notional hours.

- **Terms**

The academic year at Open Window comprises 4 terms of 9 weeks of classes held per term.

- **Working Days**

Any day (other than Saturdays, Sundays or legal/public holidays) on which legal business is conducted at Open Window.

## 1. GENERAL AGREEMENT

1.1 This Registration Agreement ("Agreement") is concluded between Open Window (Pty) Limited t/a The Open Window ("OW"), the provider of Education Services, the purchaser of Education Services ("Client") and User of Education Services ("Student").

1.2 The Registration Agreement and Student Code of Conduct are legally binding and enforceable throughout the duration of enrolment for any of OW's qualifications.

1.3 OW is registered with the Department of Higher Education and Training as a private higher education institution, with its qualifications tendered within the parameter of Education Services and accredited and registered with SAQA.

1.4 The Client and the Student has read and understood the detail of the Education Services offered by OW and applied to OW for enrolment. If accepted and enrolled with OW, the Client and the Student shall ensure that the Student is registered for the correct intended Education Service, especially taking into consideration the financial implication of the enrolment and the penalties applicable to any cancellations/amendments of the rendering of Education Services.

1.5 Both the Client and the Student fully understand and accept that availability of Education Services is limited in respect of each academic programme and that registration in respect of each academic programme is required to be done timeously, with the availability in respect thereof at the sole discretion of OW.

1.6 The Client and the Student are fully aware of the closing dates for enrolment for Education Services and the non-refundable registration fees payable upon registration.

1.7 Registrations require an academic and financial approval process, to which the Client/Student consents, with the registration only to be completed upon receipt of confirmation from OW that the Student will become a Student. OW shall, in the process, be entitled to verify all presented qualifications.

1.8 The Client/Student warrants that:

- + all information provided to OW is true and correct,
- + copies provided are copies of an original document,
- + additional documentation provided is true, correct and copies of the original thereof,
- + they are acquainted with the academic curriculum, its requirements and pre-requisite qualifications,
- + the Student shall comply with practical or internship requirements

+ if the Student is not a South African citizen, that he/she shall be in possession of a valid study permit/visa (valid on the date of registration, for the full duration of the curriculum until the day of the estimated completion of studies).

**1.9** Should the Client/Student falsely claim/present to be in possession of a qualification/requisite entry requirement/visa, the Student will automatically be deregistered by OW without repayment or any claim in respect of repayment of fees.

**1.10** Should any fraudulent documentation be submitted and OW incurs costs or suffers damages as a result thereof, OW retains the right to recover all such costs incurred, all of which the Client and the Student tenders to pay. OW absolves itself from any claim where a qualification is not recognised by an education regulator or prospective employee. The Client/Student hereby indemnifies OW in respect of any such falsified claims.

**1.11** OW may, at its sole discretion, register a prospective Student without evidence of previous qualifications, pending receipt of the required documentation/documentary proof, but should the required documentation/documentary proof not be received by OW within thirty (30) days of date of registration, any such registration may forthwith be cancelled, with the Client/Student remaining financially liable to OW for all costs incurred (to be determined in the sole discretion of OW) plus a penalty to be determined by OW, limited to the fee applicable to the academic programme enrolled for by the Student.

**1.12** The proof of registration and timetable issued by OW is final and constitutes a contractual commitment by the Client/Student to pay for and attend the classes as per the stipulated timeslots.

**1.13** Students having been provisionally approved on their interim grades and having enrolled for a degree qualification, but not having met the prescribed requirement, will be transferred to a lower level academic programme, for example a diploma/certificate (if available) or if the Student selects an alternative qualification, the availability of these academic programmes will be subject to the physical class space, resources and provisions available.

**1.14** Subject credits applicable to any academic programme may be applied for within the guidelines set by OW and awarded within the sole discretion of OW, all of which are subject to the payment of the prescribed fees applicable in respect of any particular academic programme enrolled for.

**1.15** Should the Student have enrolled for a one/two/three year qualification, but only completed part of the programme, no qualification will be issued.

**1.16** All services, including Education Services rendered by OW, subsequent to registration, will be subject to OW's terms and conditions, rules and regulations, which, together with the Student Code of Conduct, are available on OW's website, in the Yearbook and on the written request of the Client/Student. All requests for the terms and conditions/rules and regulations/Student Code of Conduct or information otherwise required, may be directed to the Registrar of OW either electronically by e-mailing [registrar@openwindow.co.za](mailto:registrar@openwindow.co.za) or by hand to the Registrar of OW at the OW Campus. It is and remains the Client/Student's obligation and responsibility to familiarise him/herself with these terms and conditions/rules and regulations and Student Code of Conduct. The Student undertakes to at all times adhere to rules and regulations applicable on and within OW and undertakes not to contravene any of such rules and regulations

**1.17** OW reserves the right to update and to amend its Student Code of Conduct and regulations. Clients/Students are encouraged to check the OW website regularly. The terms and conditions recorded in this Agreement shall be governed and interpreted in accordance with the Laws of the Republic of South Africa.

**1.18** The Client/Student accepts the right of OW to summarily terminate the Student's academic programme in expelling her/him from OW, should the Client/Student breach any of the undertakings, rules and regulations or by any disciplinary action taken. The Client/Student understands that, should such an event occur, the Client/Student shall be liable for full payment of the annual academic programme.

**1.19** OW does not provide any transport to and from the OW Campus, no accommodation for the Student, no food and beverages or any entrance fees relating to official excursions or social events. (A cafeteria is situated on the OW Campus and is to be used at the own Student's risk.)

**1.20** In the case of any circumstance or extra-ordinary event beyond OW's control, such as war, strike, riot, crime or act of God (example, floods), OW is entitled to suspend lectures and temporarily close its Campus or any portion affected thereby. In this event, neither the Client nor the Student shall by the reason of such suspension or closure be entitled to terminate this Agreement or claim a refund of fees paid or a reduction on fees payable or any compensation from OW. OW will as soon as possible, transfer Students to other premises or repair the existing premises to continue with academic programmes, with OW reserving the right to present academic programmes during evenings and/or weekends.

**1.21** The Client/Student acknowledges that the Student may be exposed to risks in the event of induction, workshops, training, field trips, camps, physical sport activities, travelling and/or the like.

The Client and the Student hereby waive all claims against OW, its owners, directors, representatives, shareholders and employees for any damages or loss suffered while the Student is, or as a result of being, a Student of OW, resulting in death, mental harm or arising from physical injury or illness suffered by the Student or any other person. Such consequences include any loss, destruction of or damage to any property belonging to the Student or of any other person however the damage or loss is caused by, but not limited to, the negligence of OW or any of its officials, employees, representatives, directors or shareholders. OW, its employees, directors, representatives, service providers and/or shareholders will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profit or data, any delays whether in an action in contract or depict, arising out of the use of OW educational programmes, study material and/or both.

**1.22** OW is not responsible for the arrangement of any medical assistance to any Student, without any liability to OW in respect of the rendering/non-rendering of medical services.

**1.23** To the extent that any Student suspects that he/she has any contagious disease, the Student must without delay get medical assistance. The Student must under these circumstances, remove her/himself from the OW Campus to take all necessary steps to ensure that no other students are affected. Should the Student fail to take these steps, OW reserves the right to remove the Student from Campus. In either event, the Client/Student will be held responsible for any claims that are made against OW, against which claims the Client/Student indemnifies/exonerates OW.

**1.24** It is specifically recorded and agreed by the Client/Student that all intellectual property rights whatsoever, whether capable of registration or not, including but not limited to OW's name, trading name, educational programme, study material, logo and/or imagery shall remain the sole property of OW. The Client acknowledges and agrees to be liable for a penalty of R300, 000.00 (three hundred thousand rand) if it is found that the study material of OW under his/her supervision has been copied or reproduced for purposes of resale or re-appropriation by another education provider. If the damage and expenses occurred by OW exceed the total amount of the penalty payable in terms of this clause, the Client/Student shall be liable for the balance of the damages and expenses incurred by OW due to unlawful infringement.



## **2. AMENDMENTS & ADJUSTMENTS TO REGISTRATION**

2.1 Any amendments/adjustments the Client/Student wishes to make to his/her registration must be submitted in writing to OW within seven (7) working days from the start of each term. This communication is to be sent to Registrar@openwindow.co.za.

2.2 All amendments/adjustments received after this period will incur an administration fee of R250 per request and the standard cancellation policy as mentioned in Section 3 (below) will apply.

2.3 An administration fee of R250.00 will be charged for any amendments made to a registration. The following are considered 'amendments';

+ Swapping of subjects/electives/modules

+ Adding of subjects/electives/modules

+ Cancelling of subjects/elective/modules (refer to Section 3)

+ All amendment requests need to be completed in writing and communicated to the Registrar.  
(Registrar@openwindow.co.za)

## **3. CANCELLATIONS**

3.1 The Client/Student may cancel the Student's registration within seven (7) working days from the start of the academic year without any cancellation charges, provided that the Cancellation Form available at [www.openwindow.co.za](http://www.openwindow.co.za) is completed and received by OW Registrar. (Registrar@openwindow.co.za).

3.2 OW reserves the right to postpone or cancel any academic programme or tuition advertised or offered, should there be an insufficient demand/enrolment for any particular academic programme or to combine classes of similar subjects, academic levels and content. Insufficient enrolments will be communicated to the Client/Student before 1 February of any particular academic year, with fees payable in respect of such academic programmes to be refunded, which will specifically exclude non-refundable registration/administration fees. The Student will, in such an event have the option to register for any other programmes offered by OW, provided that OW can accommodate the Student, all of which is at the sole discretion of OW.

3.3 Due to limited availability within academic programmes/rendering of Education Services, without limiting the Client/Student's liability, cancellation after the seven (7) working days grace period, shall be subject to a cancellation charge (less the non-refundable registration fee), as follows:

<b>CANCELLATION PERIOD</b>	<b>LIABILITY</b>
8 to 30 days from commencement of academic year	25% of full academic programme fee
31 to 60 days from commencement of academic year	50% of full academic programme fee
61 to 90 days from commencement of academic year	75% of full academic programme fee
91 days and beyond from commencement of academic year	100% of full academic programme fee

3.4 The Student is herewith notified that no verbal agreement with any employee of OW will be enforced, unless the Student has cancelled in writing by means of completing the relevant forms and same to be sent to the Registrar.

3.5 The date of cancellation will be taken as the date upon which OW receives the completed Cancellation Form.

3.6 The Student shall not be entitled to any reduction of fees whatsoever in the case of a non-attendance of any classes.

3.7 The OW Registration Board's decision on any cancellation is final.

## 4. POSTPONEMENT

4.1 Should the Student not commence with or elects to suspend/postpone any particular academic programme, the full Educational Service fee will be payable. The Student will levy the full fee, notwithstanding attendance of classes or the completion of assignments or the writing of exams.

4.2 If the Student is considering postponement, it is important to seek advice and support as early as possible from the Registrar. The Student is herewith notified that no verbal agreement with any employee of OW will be enforced. Postponement will only be considered if the Student has submitted the request in writing by means of completing the relevant forms and sending same to the Registrar.

4.3 Students are only usually permitted to postpone their studies for a maximum of one academic year during their path of completion of an OW qualification.

4.4 Irrespective of when the Student postpones studies during one academic year, it is expected that the Student will be in a position to continue with their studies in the following academic year. This year needs to be successfully completed and no further postponement request will be considered.

4.5 If it is anticipated that if a postponement discussed above may be longer than stated, the postponement may not be approved by the OW Registration Board. The Student may be advised to withdraw from their studies, whereby the cancellation policy will apply, and the Student will necessarily reapply when they are in a position to recommence their course.

4.6 In order to cancel or postpone, the Student is required to complete a Cancellation or Postponement Form. This form must also be accompanied with evidence as to the reason for postponement, so it can be assessed by the OW Registration Board in line with OW's current policies and procedures.

4.7 The amount that will be charged for the academic year is dependent on the date in which OW receives the completed Cancellation or Postponement form along with all supporting documentation.

4.8 The date of postponement will be taken as the date upon which the completed Postponement Form along with all supporting documents is received by OW.

4.9 The Student will remain liable in full for fees up to the end of the term in which the completed Postponement Form is received by OW.

4.10 Postponed students are only able to return at the start of the academic year whereby the standard registration process will apply. There is no automatic right awarded to the Student to return to studies.

4.11 Each application for postponement is reviewed by the OW Registration Board. Supporting documentation and the timeous submission of all applications for postponement is essential as no postponement grant can be post-dated.

4.12 The OW Registration Board may view the following as reasons for postponement applications (Note: postponements are not automatically granted):

- a) Illness
- b) Exceptional family circumstances
- c) Pregnancy
- d) Substance abuse rehabilitation

4.13 No monies paid will be refunded in the case of postponement being granted.

4.14 The OW Registration Board's decision on any cancellation or postponement is final.

4.15 It remains the responsibility of the Client/Student to inform OW of any medical condition which may constitute a valid reason to terminate any Education Services.

4.16 In the event that the evidence provided does not meet the Registration Board's criteria, OW reserves the right to request additional evidence.

## **5. TRANSFERRING BETWEEN ACADEMIC PROGRAMMES**

5.1 Should the Student wish to transfer between academic programmes, the Client/Student must apply in writing to the OW Registrar within seven (7) working days of date of commencement of any academic programme. This should be sent to Registrar@openwindow.co.za.

5.2 Transfer between academic programmes is not guaranteed, as availability of space in any particular classroom, teaching resources and portfolio requirements are taken into consideration in presenting any particular academic programme.

5.3 To the extent that OW concedes to the transfer from one academic programme, an administration fee shall be levied, with a minimum administration fee of R500.00 (five hundred rand), with the Client/Student to remain liable for payment of any content/textbooks purchased and tuition fees levied in respect of any academic programme.

5.4 Should OW concede to the transfer of the Student from one academic programme to another, the Student shall ensure that he/she obtain the same academic level as other students within the respective academic programme classes.

5.5 The Student is herewith notified that no verbal agreement with any employee of OW will be enforced, unless the Student has cancelled in writing by means of completing the relevant forms and same to be sent to the Registrar.

## **5. TRANSFERRING BETWEEN ACADEMIC PROGRAMMES**

6.1 In the event of a Student requiring a visa to study in South Africa, OW reserves the right to levy a deposit/registration fee in excess of that required by South African Students.

6.2 In addition to OW general application requirements, International applicants must submit the following:

- + Certification and qualification endorsement of all qualifications (for qualifications obtained outside South Africa).
- + A valid study permit or proof of permanent residency.
- + A study permit is normally issued for a period of no more than twelve months; therefore, it must be renewed after expiry. A study permit is only valid for the course of study for which the original approval was granted.
- + Transcripts of academic records completed at any other educational institution (if any).

- + Certified copies of previously obtained certificates, diplomas or degrees (if any).
- + A certified copy of birth certificate, ID document or passport.
- + Marriage or divorce decree for different surnames.
- + Condensed Curriculum Vitae.

## **7. ADMINISTRATIVE PROCESSES AND DOCUMENTATION**

7.1 OW reserves the right to alter Education Services content, commencement dates, timetables and/or the venues for presentation and/or Academic staff of Education Services, all of which will be recorded on the OW website.

7.2 The addresses (both physical, postal and e-mail) recorded by the Client/Student in the OW registration process, shall for the purpose of this Agreement and for the delivering of notices or communication by OW to the Client/Student, be the elected domicile citandi et executandi address of the Client/Student. If the notice is delivered by hand, it will be deemed to have been delivered on the date of delivery, if delivered by pre-paid registered post, it will be deemed to have been delivered within five (5) working days after date of posting and in the event of an e-mail, be deemed to have been received on the printing of a sent receipt. The Client/Student shall be entitled to change these addresses, in writing, either by hand (in which event acknowledgement of receipt by OW will constitute receipt) or by pre-paid registered post to the postal address of OW, by telefax to OW telefax number on its website or by e-mail to the Registrar, and will constitute an amendment of the aforesaid address, which will become the new elected address within seven (7) working days of date of receipt thereof by OW.

7.3 By signing this Agreement, the Client gives OW permission to upload his/her results to the National Learners Record Database ("NLRD") as per the requirements set by the Department of Higher Education and Training ("DHET").

7.4 All registered Students/clients will have access to the OW Database Management System. It is the responsibility of the Student/Client to ensure that all personal and financial information on the system is correct and up to date.

7.5 OW reserves the right to postpone the release date of marks or withhold any marks for whatever reason. All requests regarding marks should be completed in writing and addressed to the Registrar.

7.6 It remains the responsibility of the Student/Client to ensure that all information on the proof of registration and their academic timetable is noted and correct. The Student/Client needs to communicate with Registrar's office regarding any issues pertaining to timetables and proof of registration. OW does not take responsibility for Students who missed classes because of any reason whatsoever pertaining to any timetable.

## **8. LATE REGISTRATIONS**

8.1 The Client undertakes to make payment required by OW in respect of an academic programme for which the Student is enrolled, by no later than 2 weeks before the commencement of the academic year. Should the required payment be made after this period (i.e closer to the official start of the academic year), the Student's registration may be classified as a late registration.

8.2 Both the Client and the Student accepts that additional administration fees may be charged in the event of receipt of late registrations, with such minimal additional application fee of R500.00 (five hundred rand), plus an additional R500.00 (five hundred rand) in respect of registrations received subsequent to the commencement of the academic year.

8.3 OW does not take any responsibility for lectures and academic work missed as a result of late registrations. The onus rests on the Student to catch up any missed lectures and academic work.

## **9. ACADEMIC**

9.1 It is and remains the responsibility of the Student to avail him/herself of all assessment and/or examination times/schedules and/or venues where academic programmes are presented for which the Student is enrolled.

9.2 Students who have enrolled in a programme for non-degree purposes, must be aware that OW will not provide a Student Transcript if the appropriate assessments for the programmes have not been successfully completed.

9.3 The Client/Student must take note that a class attendance percentage of 80% is required for any student to take part in assessment activities.

## **10. FINANCIAL**

**10.1** The Client/Student acknowledges that he/she is liable for payment of Education Services fees/costs in respect of the enrolment of the Student (as the recipient of Education Services) on or before the stipulated payment dates.

**10.2** The non-refundable registration fee for each academic programme is payable upon registration - registration cannot take place unless the aforesaid fee(s) has been paid in full.

**10.3** Education Services fees are determined in the sole discretion of OW, with OW reserving the right to amend these fees at any time.

**10.4** It is the responsibility of the Client/Student to purchase/acquire correct versions of textbooks and/or to obtain correct academic programme content data, prior to commencement of the academic programme enrolled for by the Student.

**10.5** In the event that textbooks and academic programme content be included in the Education Services fee for an academic programme, any increase in supplier fees will be paid for by the Client/Student. Textbooks and/or academic programme content, to the extent provided by OW, may be provided electronically or in hard copy (at the sole discretion of OW and subject to the availability thereof). To the extent that textbooks are the property of OW and such textbooks are stolen/lost/not returned on the final examination date, the Client will be invoiced accordingly, the Client to remain liable for payment in respect of the replacement cost and courier fee of these textbooks.

**10.6** OW reserves the right to cancel the Student's registration and/or refuse the Student access to lecturers and/or examination(s) or assessment(s) and/or withhold assessment results if the Client or Student does not make payment, as undertaken and stipulated. No qualification will be issued if fees are not fully paid.

**10.7** All fees are payable either in full by 31st January of a given academic year or via 10 monthly debit order instalments commencing February to November of that academic year.

OW reserves the right to levy default interest on outstanding amounts then payable, at a rate of 18% per annum. Interest will be invoiced and updated with each payment. Interest will only be levied on the outstanding account, with default interest to be levied in the event of further non-payment.

**10.8** The Client/Student provides permission to OW to conduct credit checks for possible incidental credit arrangements with any credit agency or party for the purpose of ascertaining the credit worthiness of the Client/Student.



10.9 The Client/Student hereby declares that it has the necessary financial capability to make payment of the Education Services fees in respect of the academic programme for which this Student is enrolled.

10.10 It is advised that all monthly payments to OW be paid by debit order with the Client/Student liable for a fee determined by OW per unpaid debit order.

10.11 In the event that OW pursue any outstanding amounts due and payable by the Client/Student, the Client/Student agrees to be liable for payment of all legal costs incurred between attorney and OW.

10.12 Any financial statement/invoice signed by any accountant/director/administrator/Registrar of OW (whose authority needs not to be proved) will be prima facia proof of the outstanding indebtedness of the Client/Student to OW, which statement/invoice shall be sufficient for the purposes of instituting action/obtaining judgment.

10.13 The Client and the Student accepts that, should any amounts remain outstanding of any previous academic year, OW will be entitled to refuse registration of the Student to receive Education Services for the next academic year.

10.14 In the event that the Student passes away during the course of an academic programme and a death certificate is provided to OW, a pro-rata fee determined at the sole discretion of OW, will be levied up to the passing away of the Student. The Client is required to submit a written notification thereof to the Registrar with the relevant supporting documentation attached. The date at which all the information (written notification and a valid death certificate) is in possession of the Registrar will be deemed as the cancellation date whereby the process will be initiated. The Client will remain liable for any arrear amounts on the account.

10.15 OW reserves the right to list a defaulting account holder with the Credit Bureau.

## **11. CONCLUSION**

11.1 Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or affect in any way a parties' right to require performance of any such provision at any time in the future, nor shall the waiver of any right arising from any subsequent breach nullify the effectiveness of the provision itself, or be used as an estoppel against the party in respect of its rights under this Agreement.

11.2 If a Client/Student breaches any of the terms and conditions recorded in this Agreement and fails to remedy such breach forthwith against receipt of a notice to remedy same, OW shall be entitled to claim specific performance or cancel a Student's registration forthwith and recover from the Client/Student any amounts outstanding or damages suffered.

11.3 Should any of the terms and conditions recorded in this Agreement be declared void or unenforceable by any Court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

11.4 The Client/Student may not cede, assign or transfer their rights and obligations recorded in this Agreement to any third party.

11.5 No variation, addition, deletion or agreed cancellation of these terms and conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

11.6 The Client/Student shall at all times comply with all laws, by-laws, ordinances and regulations of the Republic of South Africa and will at all times act in an ethical and moral manner and agree to nothing that will reflect adversely on OW.

11.7 The Client/Student declares, by signing this Agreement, that they have studied and understood the full complement of this Agreement and specifically the tuition fees and accept these fees and the terms and conditions recorded in this Agreement, without reservation.

# STUDENT CODE OF CONDUCT

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## 1. PREAMBLE AND CONTEXT

As a registered and accredited Private Higher Education Institution, the Open Window (Pty) Ltd, trading as Open Window (“OW/the Institution”) subscribes to best educational practices as established by the South African Legislation governing Higher Education Institutions and enforced by three distinct regulators: the South African Qualifications Authority (SAQA); the Department of Higher Education and Training (DHET); and the Council on Higher Education (CHE). This legislation together with the bodies that regulate this legislation has a shared primary aim to promote, manage and enforce the quality of Teaching and Learning practiced by Higher Education Institutions. Whilst institutional responsibilities with regard to the quality of Teaching and Learning, as well as its various sub-areas, are dictated through various policies constituting the institutional Academic Quality Management System (AQMS), this document serves to outline the role the Student has in contributing to the quality of Teaching and Learning offered by the Institution.

The OW Student Code of Conduct applies to all registered Students at OW (hereafter referred to as ‘the Student’), and is aimed at preserving the integrity of all qualifications awarded by OW, safeguarding its norms and values. As such, the Student Code of Conduct is essential for establishing and maintaining an environment that is conducive to sound academic practices, contributing to shaping individuals who can add value to society.

This Student Code of Conduct provides for appropriate corrective and punitive measures to be applied where necessary. This Code offers guidance to Students regarding their required conduct, and via this process promotes fair and lawful adjudication of disciplinary measures.

It should be understood that OW Students will be held accountable for all actions or omissions within the ambit of their studies. Students are expected to promote and implement reasonable measures to protect the interests of OW as an educational institution, their fellow students, staff members, contractors and members of the public. Unprofessional, unethical and immoral conduct and dishonest practices erode academic values, integrity of research and the quality of teaching and learning.

## **2. STUDENT'S ACKNOWLEDGEMENT AND UNDERTAKING**

2.1 The Student undertakes to act in accordance with the prescribes of South African law, this Student Code of Conduct and Rules and Regulations of OW at all times.

2.2 The Student acknowledges that he/she, upon registration at OW, is bound by:

2.2.1 South African Law, this OW Student Code of Conduct and the Rules and Regulations of OW.

2.2.2 any sanctions imposed by South African law, this Student Code of Conduct and the Rules and Regulations of OW and those sanctions which may potentially be imposed against him/her, should the Student be found to be in breach of any of the provisions contained herein: and

2.2.3 the Terms and Conditions recorded in the 'Registration Contract' accompanying the Student's registration at OW.

2.3 The Student undertakes not to, under any circumstances, perform any act that is or may be detrimental to the Institution, fellow students, OW staff, OW contractors, any of OW's affiliated partners, sponsors or investors or any member of the public.

2.4 The Student hereby confirms that all and any information provided by the Student to OW in the Student's Application and in respect of his/her studies and previous qualifications is true and correct.

## **3. PURPOSE OF THIS STUDENT CODE OF CONDUCT**

This Student Code of Conduct is a guideline detailing the conduct Students are expected to adhere to and also highlights important issues with regards to Professional Conduct, Internet Usage, Academic and Administrative Rules, Dishonest Practices, Complaints, Suggestions and Examination Regulations. It is further intended to promote student growth and uphold the education mission of the institution.

## **2. SCOPE**

This Student Code of Conduct applies to all students registered with the OW, and applies to all student activities, whether they be academic or otherwise, including, but not limited to the use of the Institution's internet and IT infrastructure, Facebook, Twitter and any other social media network, all online learning platforms, all and any communications, class and workshop attendance, submitting and writing of assignments, or interacting with fellow students.

## **5. ACTS OF MISCONDUCT**

The Institution considers, and the Student accepts, that the following acts are deemed to be acts of Misconduct:

### **If the Student:**

5.1 either intentionally or negligently contravenes, subverts, assists, encourages or persuades any other individual to contravene/subvert a South African law or rule recorded in this Student Code of Conduct,

5.2 refuses to obey or act contrary to any lawful instruction or request by any director, shareholder, lecturer, contractor, staff member or security officer of the institution, or any other person who is in a position of authority or to whom authority is delegated by the Institution,

5.3 commits any statutory or common law crime whilst a Student of the Institution,

5.4 acts in a racist manner towards any person whilst a registered Student of the Institution, whether statutory defined or otherwise,

5.5 knowingly makes a false statement about OW or otherwise provides materially false information and/or allegations to anyone,

5.6 performs an action or refrains from an action, which may prejudice or be averse to the business interests, reputation and image of OW or its partners, affiliates or sponsors,

5.7 accepts from another person any money, benefit or other reward (whether financial or otherwise) in exchange for confidential information and/or documents belonging to OW,

5.8 offers a bribe to fellow students, employees or any other official of OW,

5.9 is aware of, and fails to notify OW, of any Student, employee or other official of OW who contravenes any stated Code, Regulation or Rule,

5.10 becomes aware of any fellow Student, employee or other official of OW who has received threats or promises of any nature, which may induce him/her to engage in conduct such as those set out above,

5.11 brings the name of the Institution into disrepute,

5.12 disrupts the maintenance of order and discipline at the Institution,

5.13 interrupts the proper course of teaching, research and/or community service at the Institution,

5.14 refuses or neglects to return borrowed library material or equipment from the Institution,

5.15 unlawfully infringes on any person's human rights as contained in the Bill of Rights, Chapter 2 of the Constitution, 1996,

5.16 performs an act, which is classified as an offence in terms of South African law and as such is harmful to the Institution, its staff, guests, contractors, students or sponsors,

5.17 acts or attempts to act in a dishonest manner, which includes, but is not limited to any form of conduct involving deception. For example theft, unauthorized possession of property, bribery, fraud, forgery or giving false or misleading statements,

5.18 witnesses a misconduct which is likely to cause physical or emotional harm to another member of the OW community or staff without reporting this act to the OW Registrar or Student Liaison. (The student may request anonymity, and may make the report confidential by way of e-mail),

5.19 intimidates, assaults or attempts to assault any person or engage in any form of violence,

5.20 plagiarises, or implies original authorship of someone else's written or creative work by incorporating such work or material, in whole or in part, into his/her own work without acknowledging or citing the source,

5.21 uses property of the Institution or damages such property in a manner that may give rise to liability for damages,

5.22 attempts to or does enter or occupy the Institution's access controlled premises or any part thereof without permission,

5.23 infringes or attempts to infringe on the freedom of movement of any fellow student, contractor or staff member,

5.24 conducts him/herself in an insulting, indecent or improper manner towards a fellow student, contractor, staff member, director, sponsor or any member of the public,

5.25 unlawfully possesses, distributes, buys, sells or uses any dependency- inducing substance while on the Institution's premises, or in circumstances where he/she represents or is seen to represent the Institution,

5.26 intentionally or negligently provides false or incorrect information in respect of the Institution,

5.27 assists/encourages any other student to commit an act which constitutes misconduct. Paragraphs 8 and 9 below shall, for the purposes of categorisation of misconduct, be included as 'acts of misconduct,

Then the Student may be found to be in breach of the OW Code of Conduct.

## **6. PROFESSIONAL CONDUCT**

6.1 Students registered with the Institution shall at all times behave in a professional manner whilst attending or representing the Institution. Such behavioural expectations extend to any premises where the Institution offers activities.

6.2 Students attending classes may not disrupt classes by picketing, or by causing noise pollution or any form of disturbance, which prevents other students from attending or participating in learning activities.

6.3 Lecturers or facilitators may not be interfered with or prevented from carrying out their duties in any way.



6.4 Students may not attend classes and/or workshops while under the influence of any intoxicating substance.

6.5 Students may not vandalise premises, venues, property or equipment utilised and/or owned by OW.

6.6 Students may not cause grievous bodily harm to any other student or OW employee.

6.7 Students may not use abusive language towards employees or officials of OW or fellow students.

6.8 The views and beliefs of all people that use the facilities and/or are owned by OW must be respected and tolerated.

## **7. INTERNET COMMUNICATION USAGE**

7.1 Students may not post any false allegations, abusive, defamatory or obscene postings targeted at OW, its employees, officials, partners, affiliate, sponsors or fellow students on any Internet platform or social network.

7.2 All OW IT resources – hardware, software, and network infrastructure – are to be used for teaching and learning purposes only.

7.3 Students may not disclose their usernames or passwords to any other person for access the OW networks and platforms.

7.4 Communication facilitated via OW's technologies and platforms should be for teaching and learning initiatives only.

7.5 Students may not post or transfer any files that contain viruses, malware or any other programmes or data that may disrupt the OW systems.

7.6 Students may not advertise on any OW platform without formal, written permission.

7.7 Students should use e-mail and Internet access primarily for teaching and learning initiatives.

7.8 When forwarding or replying to e-mail messages, the contents of the original message should not be altered. If the contents need to be changed, then all changes must be clearly marked as such.

7.9 OW has the right to limit the size of incoming and outgoing e-mail messages and attachments, downloads and other files and reserve the right to block and delete e-mail messages, downloads, attachments or other files that are larger than the set maximum size. It is the responsibility of Students to limit the size of attachments and other files to prevent overloading the equipment and networks.

7.10 Virus warnings or pop-ups that result from incoming e-mail or file downloads must be reported to OW.

7.11 Students must log-off in times of absence from a computer terminal to avoid improper and/or illegal use.

7.12 The following communications, actions or forms of content are prohibited and are punishable:

- a) Sharing logon usernames or disclosing passwords to any third party.
- b) Modifying an e-mail message and forwarding or replying therewith without noting the changes (i.e. deletions, removal of recipients, modification of content, etc.).
- c) Fabricating a message and/or sender of a message; intentionally bypassing the security mechanisms of the equipment or any third- party security system or website.
- d) Modifying the internal mail transport mechanism to forge a routing path that a message takes through the Internet.
- e) Accessing or sharing illegal content.
- f) Participating in e-mail "chain letters" or similar activities;
- g) Downloading, receiving and/or installing software applications not approved by OW.
- h) Knowingly burdening OW equipment or communication facilities with data unrelated to OW's official business (e.g. forwarding, downloading or accessing large video clips or graphics to or from a distribution list or file-sharing server).
- i) Creating, sending or forwarding unsolicited mail (spam).
- j) Creating, sending or forwarding marketing information or advertising material unrelated to OW's official business.

m) Downloading, reproducing, sharing, retaining and/or creating records that contain music, images, sound or video, if such records are not reasonably required for the Student's official teaching and learning activities.

n) Performing any action that prevents other users from using and accessing equipment or communication facilities;

o) Indiscriminately storing and/or forwarding e-mail, files, websites and attachments for which permission has not been obtained from the originator or copyright holder.

p) Students have the duty to disclose all true or suspected attempts that may reasonably breach any provision of this Internet and Communication Usage policy to OW officials.

q) In return for the right to access and use of OW's equipment and communication facilities and in the interest of the protection and maintenance of OW's security and non-disclosure responsibilities, the Student agrees and acknowledges that OW have the right to:

- Intercept any communications.
- Intercept any records, and/or any information directly associated with communication.

7.13 The rights detailed above will apply to communication initiated or received through on the equipment or communication facilities of OW which is used by the Student for performing his/her tasks as part of his/her studies at OW.

7.14 For purposes of this Code of Conduct, the following words will have the following meanings:

a) "*Intercept*" includes, but is not limited to; filter, scan, block, redirect, access, disrupt, copy, print, disclose, retain, use, collect, delete and/or record, in any format and in any manner.

b) "*Equipment*" means, but is not limited to; computers, desktops, servers, routers, laptops, telephones, cellphones, electronic handheld devices, facsimile machines, pagers, software, hardware or similar equipment owned by, licensed to or rented by OW.

c) "*Communication facilities*" includes, but is not limited to; internet access, e-mail access and use of any equipment for the purposes of: initiating, receiving or storing communication; or accessing, creating, copying, distributing, sharing or deleting records.

## **8. SEXUAL MISCONDUCT**

8.1 No student may behave toward or communicate with any fellow student, staff member or contractor on any part of the campus in a manner that is sexually inappropriate, coercive, violent or harassing.

8.2 In addition, sexual harassment, as defined by OW policy constitutes Sexual Misconduct.

## **9. OW GENERAL, ACADEMIC AND ADMINISTRATIVE RULES**

Students must at all times comply with all general, academic and administrative rules as reflected from time to time in the Institution's Yearbook, information booklets, website and electronic media. Students must at all times comply with the prescribed and determined cut-off dates for submission of assignments and portfolios.

## **10. DISHONEST PRACTICES**

Notwithstanding what is considered, in terms of this Student Code of Conduct, to be misconduct, the Institution specifically records the following dishonest practices, which will not be tolerated by the Institution:

### **10.1 FRAUD**

Fraud is false representation to obtain unjust recognition or advantage and may include but is not limited to:

- a) Falsification of previous qualifications or academic records in order to gain admission to OW.
- b) Using false information, or producing false statements regarding any particular admission requirement.
- c) Using a false name, identity number or Student number.
- d) Using false or copied medical documentation and the falsification of medical examination result letters.

### **10.2 PLAGIARISM**

Plagiarism is theft of another person's intellectual property and is seen as an academic crime and viewed in a serious light.

Should the Student be found to have performed that which the Institution deems as a misconduct or a dishonest practice, the Institution may take the appropriate disciplinary steps, the procedures of which are recorded in this Student Code of Conduct. A student is guilty of plagiarism if he/she uses another person's ideas, or words from books, articles, dissertations, theses, reports, notes, course material, other students' assignments, e-mail messages, and everything on the Internet as if these ideas or words are his/her own.

## **11. EXAMINATION AND FORMAL ASSESSMENT REGULATIONS**

The Institution, and the OW registered Student, accepts that the Institution's primary objective is to provide the Student with a platform for an academic qualification.

The recorded prescribes are not to be interpreted as an exhaustive list, but rather minimum requirements:

**11.1** No unauthorised material may be in the Student's possession during an examination session. Examples of unauthorised material includes, inter alia, any material or device that contains notes.

**11.2** Students may not, before or during the examination, write any notes on any part of their bodies, their clothes or any other object. During the examination in the examination room, rough notes may be made only on the question paper, or in the answer booklet, and should be crossed out and designated as such, and be handed in with the examination scripts.

**11.3** Students may not tear out any portion of the examination books.

**11.4** Examination books and question papers remain the property of OW and may not be removed from an examination room under any circumstances.

a) All examination books and question papers and parts thereof must be handed to the invigilator when exiting the examination room.

b) Students may not leave the examination room during the first hour or last 15 minutes of an examination session.

c) Students are required to write on both sides of the pages in the examination books.

d) No refreshments other than bottled water are allowed in the examination venue.

e) It is an examination infringement to assist or to attempt to assist another student, ask another student for assistance, receive assistance from another student, or to try to make contact with another student in any way whatsoever.

f) No cellphones are allowed into the examination venue.

g) Any student who infringes the examination regulations in any way may be subject to punitive measures by the Student Disciplinary Committee.

## **12. EXAMINATION INFRINGEMENT PROCESS**

12.1 In the event of suspected examination infringement, the Student must cooperate with the Invigilator.

12.2 The Invigilator will confiscate the Student's examination book with the evidence (notes, etc.).

12.3 The Invigilator together with the Student will write and sign a report on the incident.

12.4 A second examination book will be offered to the Student who must then answer the question paper from the beginning.

12.5 The examination books, invigilator's report, student's report (optional) and evidence will be forwarded to the OW Registrar.

12.6 After the examination, the Student will be summoned by the Registrar to appear before the Student Disciplinary Committee for a hearing.

12.7 The Student will be forwarded a Charge Sheet upon which he/she has to enter a plea.

12.8 The Student will be required to complete and sign a Pro-Forma Statement.

12.9 The Charge Sheet plus the Statement must reach the Registrar before the stipulated hearing date.

12.10 The Student is entitled to representation by any person at the disciplinary hearing.

12.11 The appointment of a legal representative, however, is not an automatic right.

12.12 The Student may call on witnesses to support his/her case.

12.13 The Student is required to notify the Registrar at least ten (10) working days prior to the hearing should he/she wish to be represented or intend to call on witnesses.

12.14 Proposed legal representatives will need to address the Disciplinary Committee on the day of the disciplinary hearing to obtain approval to represent the Student.

12.15 The proceedings may be concluded in the Student's absence if he/she does not attend the hearing.

12.16 It is the Student's responsibility to notify his/her representative and/or witnesses of the date and time of the proceeding.

12.17 The Student will be responsible for any costs incurred on his/her own behalf.

12.18 The Student will receive an examination 'result pending' until the disciplinary hearing has been completed.

12.19 If the Student is found not guilty, both examination books will be marked and the highest mark will be awarded.

## **13. MISCONDUCT PROCEDURES**

13.1 In the event of an alleged transgression of this Student Code of Conduct, a charge of Student misconduct may be laid with the Registrar of the Institution. The Registrar reserves the right to investigate or delegate the investigation of any misconduct.

13.2 The Registrar is not obligated, but reserves the right to, at any time investigate an allegation of misconduct and inform the parent(s) or legal guardian of a Student (notwithstanding the Student having reached the legal age of majority) of any possible disciplinary investigation and/or proceedings conducted against the Student.

13.3 A Disciplinary Committee will conduct hearings and propose imposed penalties in accordance with this Student Code of Conduct.

13.4 The Registrar may appoint a staff member or a person outside the Institution to act as an initiator/prosecutor in proceedings before a Disciplinary Committee.

13.5 If the Registrar is of the opinion that a formal charge of misconduct against the Student is warranted, the Registrar may have such a charge formulated.

### **13.1.1 EXPEDITED INFORMAL PROCEDURE**

a) The Registrar may in his/her personal capacity, or on a delegated basis at her/his discretion, investigate a complaint, finalise the matter and impose a penalty through agreement with the alleged transgressor, in an expedited manner or refer a charge of misconduct for investigation.

b) The Registrar may impose a penalty and summarily dispose of the matter. In the event that any other penalty is agreed upon, the Board must approve the agreement between the Registrar and the Student.

### **13.1.2 THE INSTITUTION'S CONTROLLED PREMISES**

a) The Registrar may, at his/her discretion, if there are reasonable grounds for suspecting that a Student has committed serious misconduct, or in any other appropriate circumstances, temporarily suspend a Student and/or deny a Student access to any or all of the Institution's controlled premises pending the result of a disciplinary investigation.

b) The Registrar is entitled to act in the manner set out above if he/she is of the opinion that it is reasonably necessary in order to protect the interests of the Student involved, other students, contractors, staff members, members of the public and/or the Institution.

c) The Student shall be entitled to make verbal representations to the Registrar should he/she be of the opinion that the grounds for suspension does not exist or does not justify his/her temporary suspension, or that compelling additional circumstances exist that should be considered.

d) The Registrar shall consider the aforementioned representations and exercise his/her discretion in a fair and just manner, taking into account all the relevant circumstances.

### **13.1.3 FORMAL PLEA AND PENALTY PROCEDURE**

In the event that a charge or charges have been formulated against a Student, and the Student:

a) Freely and voluntarily admits the charge(s) against him/her;

b) Has been given the opportunity to make representations to the Registrar on the appropriate disciplinary measures and relevant aspects; and

c) Has freely and voluntarily entered into a Plea and Penalty agreement with the Institution;



Then the Registrar may take disciplinary steps against the Student in accordance with this Student Code of Conduct. Thereafter, the charge, admission of guilt and disciplinary measures imposed shall be noted and recorded by the Chairperson of the Disciplinary Committee, in the presence of the Student, or the Student and/or his/her parent(s) or legal guardian, or the Student and/or his/her qualified and practicing legal representative.

If it appears that the Student wishes to revisit his/her decision regarding the Plea and Penalty agreement or wishes to make further representations, the Chairperson of the Disciplinary Committee may at any time before the Student is found guilty, remit the matter to the Registrar for further consideration.

#### **13.1.4 FORMAL DISCIPLINARY PROCEDURE**

a) If charges against a Student have been formulated and the Student denies the charge(s) against him/her, the Registrar may convene a disciplinary investigation by the Disciplinary Committee. The committee will determine whether the Student is guilty of the alleged misconduct and decide on disciplinary measures in accordance with this Student Code of Conduct.

b) The written charge shall be compiled and delivered to the Student concerned. In the document the Student shall be summoned to appear at the specific date, time and venue stated in the document in order to answer to the charge.

c) A Student shall be entitled to be accompanied by his/her parent(s) or legal guardian and/or qualified and practicing legal representative during the disciplinary proceedings. The Chairperson of the Disciplinary Committee may give permission to a third party other than the parent(s) or guardian of the Student to assist the Student. This third party will be allowed to provide general support to the Student, but shall not act as a legal representative.

d) Should the Student decide to retain the services of a qualified and practicing legal representative, such services shall be retained entirely at his/her discretion and at his /her own expense. The name and contact details of such legal representative must be submitted to the Registrar prior to the date of the disciplinary proceedings. Neither the Institution nor the Student shall, during the course of a disciplinary proceeding, have any claim against each other pertaining to the costs incurred by a party in respect of legal representation.

e) The procedure followed during any disciplinary proceeding shall be determined by the Chairperson of the Disciplinary Committee.

*The proceedings shall include that the Student:*

- Is provided with sufficient details of the charge(s) against him/her.
- Is afforded reasonable time to prepare for the proceedings.
- Does not have to incriminate himself/herself.
- Is asked whether he/she understands the charge(s) and is requested to enter a plea of guilty or not guilty to the charge(s).
- Is permitted to call witnesses to give evidence in his/her favour.
- Is allowed to cross examine anyone who gives evidence against him/her.
- Is allowed to present his/her case to the Disciplinary Committee.
- Is allowed to address the Disciplinary Committee on any relevant aspect.
- Is allowed to present mitigating circumstances if found guilty of any charge(s) against him/her.
- Is entitled to be informed of any further internal processes (any possible appeal), which he/she may pursue and the possible consequences or results of such processes, and
- Is upon request, provided with written reasons for any decision made by the Disciplinary Committee.

The Disciplinary Committee shall keep minutes of the proceedings and ensure that such minutes are kept in an appropriate manner.

If requested in writing by a Student who has been found guilty of any charge(s), the Disciplinary Committee must furnish written reasons for its decision and/or disciplinary measures imposed within a reasonable period after such request has been made. After submission of the mentioned written reasons, the Disciplinary Committee will have fulfilled its function.

### **13.1.5 PENALTIES**

Upon finding a Student guilty of misconduct and having heard evidence in mitigation, the Chairperson at the Disciplinary Committee may impose any one of, or a combination of the following penalties, (which is not exhaustive):

- a) Reprimand the Student.
- b) Temporarily or permanently deprive the student of any right or privilege associated with his/her registration as a Student at the Institution;
- c) Impose a fine not exceeding the amount determined from time to time for this purpose by Council, and/or order the Student to pay an amount which amounts to the actual damage caused by the Student and/or to reimburse any other party for damages suffered;

d) Compel the Student to perform community service within the Institution for a specified number of hours as are deemed to be reasonable given the nature and seriousness of the transgression and the evidence presented to the committee.

e) Deny the Student the right or privilege to register for a particular module, or revoke a credit obtained in a module.

f) Suspend the Student's registration for a specified period.

g) Permanently expel the Student from the Institution.

h) The Chairperson may suspend any of the above penalties wholly or in part on condition that the Student adheres to or complies with any measure imposed, which is designed to correct behaviour, educate Students and/or act as incentive to modify behaviour.

i) If an appeal against a decision of the Disciplinary Committee is lodged,

a) the Chairperson may, in appropriate circumstances, suspend any disciplinary measure imposed by the Committee pending the result of the appeal.

b) Students will be required to cover all costs involved including legal procedures and remunerate committee members not on the OW payroll.

c) Imposed fines and costs must be paid within 60 days of the finding and penalty imposed.

### **13.1.6 APPEALS**

#### **13.1.6.1 APPEALS COMMITTEE**

a) The Appeals Committee consists of the Registrar or his/her nominee, who may be an Institution staff member (full time or part time) or a person from outside the Institution, and whom shall act as Chairperson of the Committee; and

b) One permanent academic staff member of the Institution; and

c) One permanent academic staff member from any department within the Institution;

d) With regards to staff members who serve on the Appeals Committee, a staff member having been a member of the Disciplinary Committee in respect of a certain matter may not serve as a member of the Appeals Committee in respect of the same matter.

### **13.1.6.2 APPEALS PROCEDURE**

- a) The Student may appeal to the Registrar on the process or outcome of a disciplinary hearing in writing within seven (7) working days of the decision, indicating the grounds on which the appeal is based.
- b) The Student may appoint legal representation at their own cost and inform the Registrar at least five (5) days prior to the meeting of such intention.
- c) Such a legal representative will have to address the Appeals Committee on the day that the appeal is heard.
- d) No new evidence may be submitted.
- e) The Appeals Committee may uphold, amend or reduce the sentence.
- f) The Appeals Committee will not be bound to the record of the hearing before the Disciplinary Committee and may call for additional evidence and/or witnesses.
- g) The verdict reached by the Appeals Committee will be final and binding.
- h) The appellant (the Student appealing) may be liable for all costs that OW incurred in respect of the Appeals and/or at the Disciplinary Committee. The Appeals Committee does have the discretion to make any orders as to the cost of the Appeals and/or Disciplinary Committee proceedings.

### **13.1.7 GENERAL ASPECTS IN RESPECT OF DISCIPLINARY PROCEDURES**

- a) If a student refuses or fails to attend a disciplinary hearing, the hearing may be continued in his/her absence in a manner in which the Disciplinary Committee deems appropriate, taking into account all the relevant circumstances.
- b) If the Student elects to retain the services of a legal representative, it is the Student's responsibility to ensure that such a representative is reasonably available and present at the proceedings. Should a legal representative delay the matter in an unreasonable manner, the Chairperson may at his/her discretion decide to proceed with the matter in the absence of the legal representative.

c) If a Student's misconduct also constitutes a breach of any professional or ethical code of a profession he/she is preparing to enter, the Institution shall provide this information to such profession upon request by the relevant professional body.

d) The consent of the relevant Student shall be obtained in this regard.

e) In the event that a Student is found guilty of a transgression of a serious nature, which also constitutes a criminal offence, the Institution is entitled to, and in certain circumstances obliged to, in addition to any internal proceedings instituted, report the matter to the South African Police Service.

f) Any reference to the Registrar of the Institution in this Code shall, unless specifically stipulated otherwise, include his/her delegated representative authorized to act as such with regard to all aspects set out in the Code.

g) If the Institution is of the opinion that the circumstances of a specific case warrant it, they may perform some or all of the actions performed by the Registrar in terms of the disciplinary code or, alternatively, he/she may, in accordance with Section 68(3) of the Higher Education Act, 101 of 1997, as amended, delegate the authority to perform these functions to another staff member of the Institution.

h) Nothing in this document shall prohibit the institution from promulgating specific disciplinary Codes and Procedures for regulating conduct of Students. Such disciplinary Codes and Procedures, where applicable, shall operate in a concurrent manner with this disciplinary Student Code of Conduct.

### **13.1.8 POST-CONVICTION CONDITIONS**

The following conditions after a conviction will apply:

a) Students will remain financially liable for all outstanding monies irrespective of a conviction.

b) Students may not register for similar modules at another Institution in order to obtain credits for the completion of the qualification.

c) In the event of elective modules, students may not register for any other elective in order to complete and obtain the qualification.

d) Where a module has been cancelled for a prescribed period.

e) If a Student is terminated in the interim, the Student will have no recourse for registering the particular module based on the prescribed period of the disciplinary.

f) OW reserves the right to decline re-registration applications on the grounds of the severity of the offence, or to approve a re-registration application and set certain preconditions.

This Student Code of Conduct and rules published here are subject to change and may be amended.

Ignorance concerning this Student Code of Conduct and these Regulations and Rules will not be accepted as an excuse for transgression.

## STUDENT DECLARATION INFORMATION

Dear Student

Please ensure that the correct qualification information is used to complete your Student Declaration form:

PROGRAMME ENROLLED FOR:	SAQA ID:
Bachelor of Arts Honours in Visual Communication	62991
Bachelor of Arts in Visual Communication Design	60470
Bachelor of Film Arts	94670
Bachelor of Interaction Design	99355

Should you be unsure of your qualification enrolled for, please contact the Registrar Office for assistance at [registar@openwindow.co.za](mailto:registar@openwindow.co.za).

Kind Regards

*Registrar Office*