



ACADEMY OF
TECHNOLOGY
AND INDUSTRY
by UCT ONLINE HIGH SCHOOL

ACADEMY OF TECHNOLOGY AND INDUSTRY TERMS AND CONDITIONS



OVERVIEW

Purpose	This Handbook provides guidance and information to assist learners at the Academy of Technology and Industry
Custodian	Director of Learning Experience
SME	
Approval Authority	Chief Executive Officer
Version History	Version 1, effective 1 January 2026



These Terms and Conditions are applicable to all learners and account payers. We encourage you to read these terms carefully and to contact us if you have any questions. By using our services, or applying for being admitted to a course leading to a qualification, you agree to be bound by, and to abide by, these terms. If you do not agree to be bound by these terms, or are not able to enter into a binding agreement, then unfortunately you may not apply for, be admitted to, or continue with a course leading to a qualification, or use our services.

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Definitions

Account Payer: the person responsible for meeting the terms and conditions for enrollment for a qualification offered through the Academy of Technology and Industry. For a learner who is under the age of 18 at the point of registration, the Account Payer must be a parent or legally recognised guardian.

Assessment: a continuous and planned process of identifying, gathering and interpreting information about the performance of learners. It involves four steps: generating and collecting evidence of achievement; evaluating evidence; recording the findings and using information to understand and thereby assist the learner's development in order to improve the process of learning and teaching. Assessment can be formal (contributing to the award of a qualification), or informal (assessment for learning purposes that does not contribute directly to the grades awarded for the achievement of the qualification). In both cases regular feedback should be provided to learners to enhance the learning experience.

External Integrated Summative Assessment (EISA): a comprehensive and integrated assessment designed to evaluate competence against the overall exit-level outcomes of the qualification, requiring a learner to draw on knowledge, practical skills, and workplace experience simultaneously. The EISA is administered by the Quality Partner assigned to the qualification by the QCTO.

Final Integrated Supervised Assessment (FISA): the formal assessment administered by an accredited Skills Development Provider, that evaluates the extent to which a learner is able to integrate the combined outcomes of a course's Knowledge Modules, Skills Modules and Work Experience Modules.

Knowledge Module: The theoretical or subject-matter component of the qualification.



Minor: a learner who is under the age of 18 at the point of registering for a course offered by the Academy.

National Qualifications Framework (NQF): a comprehensive, 10-level system used to classify, register, and compare all formal educational and training qualifications in South Africa. The NQF standardises learning pathways and ensures qualifications are nationally and internationally recognised.

Occupational Qualification: a qualification accredited by the QCTO and registered on the Occupational Qualifications Sub-framework of the National Qualifications Framework.

Occupational Qualification Learner Management Information System (OQLMS): a centralised online platform used across South Africa's vocational education sector. Managed by the Quality Council for Trades and Occupations (QCTO), it acts as a digital portal for Skills Development Providers to manage learner data, track progress, and ensure regulatory compliance.

Online Campus: the digital learning environment where the Valentre Institute provides course materials and learner services via the Internet, allowing learners to complete coursework from remote locations without physically attending a traditional, brick-and-mortar school.

Personal Information: any information relating to an identifiable, living natural person, and where applicable, an identifiable, existing juristic person.

Placement Fee: A placement fee is a fee that is payable upon receiving an Offer to Study, which outlines the conditions for final placement. Paying the placement fee confirms that an applicant accepts the conditional offer of a place at the Academy of Technology and Industry.



Practical Skills Module: The component of a qualification that is focused on the application of knowledge to develop specific, observable skills.

Quality Council for Trades and Occupations (QCTO): the statutory body responsible for qualifications registered on the Occupational Qualifications Sub-framework of the National Qualifications Framework.

Quality Partner: an organisation accredited by the QCTO to oversee the work of a Skills Development Practitioner and to serve as the Assessment Quality Partner for the administration of the External Integrated Summative Assessment.

Skills Development Provider: an organisation accredited by the QCTO to offer a defined set of courses that lead to the award of a QCTO-certified qualification.

Statement of Results (SoR): the certificate issued by a Skills Development Provider to document the outcome of the Final Integrated Supervised Assessment.

Support Advisor: a member of the Academy's Support Team responsible for assisting a learner with administrative queries and non-academic guidance.

Tuition Fees: The payment of tuition fees entitles a learner to access the Academy of Technology and Industry's online campus and the provision of study materials, learning support and other services and resources as stipulated in the terms and conditions for specified courses. Tuition fees do not cover the costs of the External Integrated Summative Assessment offered by the designated Quality Partner for a course.

Work Experience Module: The component of a qualification providing for the application of knowledge and practical skills in an authentic workplace context.



1. Welcome to the Academy of Technology and Industry

1. The Academy of Technology and Industry is a division of the Valenture Institute (Pty)Ltd, which is accredited as a Skills Development Provider by the Quality Council for Trades and Occupations (QCTO) and which works in partnership with the University of Cape Town to provide educational services.

This Agreement ("Terms") sets out the terms and conditions that govern your use of the Academy's products and services (such as website services and course content), as well as your application and enrolment for any course offered by the Academy. These Terms can also be seen as your comprehensive information source and rulebook, along with relevant handbooks and policies (located on the "Policies/Handbooks" page on the Website) that can be updated by us at our discretion, from time to time.

2. The Academy has made every effort to ensure the accuracy of the information in our handbooks and policies. However, we reserve the right at any time, if circumstances dictate, to:

- (i) make alterations or changes to any of the published details of the substance and opportunities on offer or;
- (ii) add to or withdraw any of the provisions, and opportunities on offer.

Account payers are given every assurance that changes will only be made as and when appropriate and you will be fully informed as soon as possible.

3. No learner will receive preferential treatment in respect of admission policies of any university, including the University of Cape Town.
4. By agreeing to these Terms, you consent to the policies, codes of conduct and handbooks, applicable to the Academy of Technology and Industry,



and accessible on our websites, which are incorporated by reference into these Terms.

5. If participation in a course at the Academy is being paid for by a third party, then that third party will be bound by all provisions in these Terms (including payment provisions), handbooks and policies.
6. Courses offered by the Academy of Technology and Industry lead to the award of Occupational Qualifications awarded by the Quality Council for Trades and Occupations (QCTO). Final examinations leading to the award of a qualification are set and administered by a Quality Partner designated by the QCTO. Final examination fees are not included in the course fees set by the Academy.

2. Accessing the Academy

7. **Acceptance:** By clicking on the "Agree" button when applying, you agree to be bound by these terms, which include, by reference, all the Academy's handbooks and policies.
8. **Accurate information:** All information (including personal information) provided to us on application, at admission, on creating an account, or while accessing Academy of Technology and Industry services and courses, must be true, accurate and complete. You are also responsible for updating us in the event of a change to your information (for example, your name or address). All personal information will be responsibly processed in accordance with our Privacy and Data Protection Policy.
9. **Non-submission of information:** You are required to ensure that all requested information is timeously provided to the Academy within the timeframes provided by us to ensure that learners are registered with the Quality Council for Trades and Occupations. Non-submission of the requested documents will result in learners being ineligible to continue with their course(s) of study.



10. **Licence:** Subject to these Terms, and the payment of any applicable fees, we grant you a limited, personal, non-commercial, non-exclusive, non-transferable, and revocable licence to use our services and products, including all services associated with our courses and access to the Online Campus.
11. **Suitability of courses:** Before applying to the Academy of Technology and Industry, it is the responsibility of the the applicant to do the necessary research to satisfy themselves as to the relevance and suitability of the course(s) for the applicant's requirements through consideration of the information supplied through our Websites, and asking questions, if necessary. The Academy cannot assure or guarantee admission or articulation of any learner into university or any other further education institution.
12. **Commencement of courses:** You will only receive confirmation of final placement for a course and be enrolled onto the Online Campus, once you have made the required minimum payment(s) for the course(s) (unless otherwise specifically stated in the information pack relevant to the course) and met any other stipulated criteria. A delay in meeting all criteria within the stipulated deadline will result in a delay of access for the learner to the Online Campus until they are formally enrolled on our records.. Where the conditions of the offer are not met in full within the final timeframe communicated, the offer will fall away.
13. **Minors:** If the applicant is under the age of 18 years, they must be assisted by, and have the consent of, their parent or legal guardian (the "account payer). By applying, the applicant confirms that they have been assisted by the account payer and that account payer has consented to the application on the Website, and payment for course(s). Applicants over the age of 18 are considered to be account payers in their own right.



14. **Accessibility:** the Academy of Technology and Industry is committed to providing an Online Campus that is accessible to the widest possible audience, as set out in our Accessibility and Accommodations Policy. If an applicant, learner, or account payer experiences any difficulty in accessing any aspect of the Website or Online Campus, or would like further insight into our accessibility accommodations, they should not hesitate to contact the Student Success Team. The Academy reviews all requests for disability-related accessibility accommodations and will take reasonable steps to extend the Online Campus's functionality to accommodate all our learners.
15. **Delivery of courses:** all courses are delivered to the specifications stipulated by the Quality Council for Trades and Occupations, as registered on the National Qualification Framework. Wherever possible course materials are provided by the Academy and accessed by registered learners via the Academy's Online Campus at no additional charge. For some courses, account payers may have to purchase additional resources, including specialised digital applications. Where additional materials are required for a course, such requirements are fully set out in application documentation prior to learner enrolment.

3. Admission and Course Requirements

16. **Application online:** Applications must be completed online for admission to course(s) through the links available on our Website. Applications are reviewed and decided according to the admission requirements. Thus, an application does not automatically guarantee that an applicant will be offered a place to study at the Academy of Technology and Industry.
17. **Admission requirements:** All applications are reviewed by the Admissions Team according to set admission criteria and under the prescripts of the



relevant Admission Policy. We reserve the right, at our sole discretion, to deny admission.

18. **Time zone:** The Academy of Technology and Industry operates on South Africa Standard Time (SAST) and schedules operational requirements in this time zone.
19. **Curriculum:** Valenture Institute (Pty) Ltd is accredited as a Skills Development Provider by the Quality Council for Trades and Occupations (QCTO). The Academy of Technology and Industry is a division of the Valenture Institute, that operates in partnership with the University of Cape Town to offer vocational education and training. All courses offered by the Academy are approved by the QCTO, follow the curriculum specified by the QCTO, and lead to qualifications awarded by the QCTO and registered on the South African National Qualifications Framework. The delivery of courses leading to qualifications is quality assured by a Quality Partner designated by the QCTO.
20. **Assessment:** each course offered by the Academy comprises Knowledge Modules, Practical Skills Modules and Work Experience Modules as specified by the Quality Council for Trades and Occupations. Learner attainment in modules is assessed by the Academy, and the Academy is responsible for administering the Final Integrated Supervised Assessment (FISA) at the conclusion of the course.
21. **Statement of Results:** following completion of the Final Integrated Supervised Assessment the Valenture Institute, as the accredited Skills Development Provider, issues a Statement of Results (SoR) as a formal record of learner attainment for the course.
22. **Final examinations and award of qualifications:** the attainment of the Statement of Results for a course offered by the Academy entitles a learner to apply to take the External Integrated Summative Assessment (EISA). The EISA is administered by the Quality Partner designated by the Quality



Council for Trades and Occupations, and takes place in assessment centres in each Province. Following the successful completion of the EISA, the credentials certifying the award of the qualification are issued by the QCTO.

23. **Responsibility for the External Integrated Summative Assessment and the award of qualifications:** The EISA is set and administered by the designated Quality Partner independently of the Valenture Institute and the Academy of Technology and Industry, and the Quality Partner is solely responsible for determining the time and place for the EISA, for setting and grading examination papers, and for all other requirements. The issuance of certificates and associated documentation following from the EISA is the sole responsibility of the Quality Council for Trades and Occupations.
24. **External Integrated Summative Assessment fees:** Fees for admission to the EISA are set by, and payable to, the designated Quality Partner. EISA fees, and any costs associated with the EISA, are not included in the tuition fees charged by the Academy of Technology and Industry.
25. **Learners not resident in South Africa:** all learners are required to take the External Integrated Summative Assessment for their course in person, at a designated assessment centre in South Africa. Learners not resident in South Africa will need to make arrangements to travel to South Africa to take the EISA for their course(s).
26. **Identification:** During the application process, the account payer is required to submit a copy of the applicant's official identity document, birth certificate, or passport, which reflects the name provided upon application, for authentication and record purposes. Acceptable forms of identification include an identity document (national ID card), passport, or birth certificate. The Academy of Technology and Industry may make use of a third-party identity verification service. Non-submission of valid identification in accordance with standard verification processes will result in the applicant's enrolment being withheld. If a learner undergoes a name



change during the presentation of a course, it is required that this be communicated to us, and we will advise on the process that needs to be followed. The name provided in the document submitted will be the name that appears on any certificate that may be issued to the learner.

27. **Additional requirements:** Please note that platforms such as Google, Vimeo, and YouTube may be used in our delivery of courses, and if these services are blocked in your jurisdiction, you may have difficulty in accessing course materials. We strongly recommend that you check with us before applying for a course if you have any concerns about this affecting your experience with the Online Campus.
28. **Third-party records:** We are obligated to provide learner information to the Quality Council for Trades and Occupations (QCTO) and, by enrolling for courses at the Academy, account payers consent that their personal information is recorded on the Occupational Qualification Learner Management Information System administered by the QCTO. In this and in all other respects, the Academy manages learner personal information in terms of relevant legislation and regulation, as set out in our Privacy and Data Protection Policy..

4. Learner Conduct

29. **Code of Conduct:** All learners are required to adhere to the Learner Code of Conduct, which must be accepted by account payers as part of the enrolment and orientation processes. A breach of the Code of Conduct will constitute a breach of this Agreement. Further information on learner conduct is contained in the Learner Handbook, and in other policies and handbooks made available through the Online Campus.



5. Fees, Payment and Enrolment

30. **Application and Placement Fees:** In order to apply to be accepted, a non-refundable and non-transferrable Application Fee may be required and, if the application is accepted or conditionally accepted, we require the payment of a non-refundable and non-transferrable Placement Fee.

The Placement Fee is payable upon receiving a conditional offer letter, which outlines the conditions for final placement. In paying the Placement Fee, you confirm your acceptance of the conditional offer of a place at the Academy of Technology and Industry. The Placement Fee covers the cost of processing a learner's final placement and their anticipated enrolment, which includes, but is not limited to, the costs associated with pre-onboarding, record verification and the purchase of technology licences on behalf of the learner. In paying the Placement Fee, you also acknowledge the other conditions that must be met prior to enrolment.

31. **Enrolment:** As part of the application process, your application is reviewed against the Academy's Admission Policy and if these requirements are met, enrolment may be confirmed.

When you accept an offer for one or more courses by paying the requisite Placement Fee, you agree to pay the applicable Tuition Fees and other such amounts arising from the learner's participation in the course. Commencement of study will not be allowed until the Placement Fee and first installment of the Tuition Fee has been paid.

32. **Tuition Fees:** In enrolling in the Academy, you consent to us contacting you about payments due by you for a course, as well as the other terms and conditions referred to in the Learner Handbook and Fees Handbook, by way of email, text message, telephone calls, or other means, as determined by us. Where a learner is under the age of 18, all communication relating to payment will be directed to the designated account payer. Further detailed



information on pricing, payment, and delivery is contained in the Fees Handbook.

33. **External Integrated Summative Assessment:** The External Integrated Summative Assessment (EISA) for each course offered by the Academy is administered by the QCTO-designated Quality Partner. Fees for, and expenses related to, the EISA are not included in the Academy's course fees and are payable directly to the relevant Quality Partner. . Further information on rules relating to fees is contained in the Fees Handbook, the content of which constitutes terms and conditions that must be adhered to by the applicable party.
34. **Verification:** By accepting these terms and conditions, you expressly acknowledge, agree and consent to us being authorised to request FICA verification for the purpose of onboarding and to obtain additional information such as credit bureau checks, bank reports, financial statements, to use Address Verification Services (AVS) and to carry out analogous checks.

6. Cancellations and Leave of Absence

35. **Right to cancellation:** The Academy of Technology and Industry has the right to cancel the enrolment contract at any time, for any reason, including misconduct committed by the account payer, provided that a fair process is followed that takes into account the best interest of the learner. We also reserve the right to suspend and/or withdraw learners for non-payment as stipulated in the Fees Handbook. In all instances, a fair procedure will be followed and the best interests of the learner will be considered.
36. **Insufficient demand:** We further reserve the right to cancel the offering of a course if there is insufficient demand, as determined by us at our sole



and absolute discretion. In this case, account payers will receive a full refund, but no interest will accrue on any amounts refunded to them, and any applicable bank charges will be offset against the refunded amount.

The Learner Handbook and Fees Handbook contain comprehensive information about enrolment cancellations, withdrawals, and learner leave of absence, the content of which constitutes terms and conditions that must be adhered to by the applicable party.

7. Learner Withdrawal

37. **Regular attendance:** Learners must attend the Academy regularly and punctually unless there is a valid reason for absence. The account payer must timeously notify the Academy if the learner is unable to attend for a continuous period of ten (10) days.
38. **Intention to withdraw:** Account payers are required to notify the school of any intention to withdraw the learner at least one month before the intended withdrawal takes effect. The Academy has the right to withdraw learners who are inactive or absent for a period of two months without a valid communicated reason, by giving at least 10 days' written notice. Such withdrawal does not prejudice the school's rights in relation to outstanding fees.

8. Limitation of Liability and Indemnity



39. **No liability for qualification:** We will not, under any circumstances, be liable for any costs, claims, or damages that may be sustained or suffered as a result of applying, being enrolled for, and / or participating in any course(s) or other services offered by us that are not relevant, suitable, or do not meet your requirements, or the requirements of any relevant academic institution, industry, or commercial body's requirements. Under no circumstances do we guarantee, through admitting a learner to the Academy, the learner's suitability for the courses for which they have enrolled based on the levels of difficulty. We cannot, under any circumstances, be held liable for any costs, claims, or damages if, after the completion of a course, the learner is not able to obtain admittance into another educational institution, a chosen field of study, or any other outcome which is believed can be attained by completing a course offered by the Academy of Technology and Industry.
40. **Limitation of liability:** To the maximum extent permitted by law, you agree that we will not be liable for any cost, claims, or damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary, or consequential loss, such as loss of profits, business, goodwill, revenue, or anticipated savings), or other damages of any kind, penalties, actions, judgments, suits, expenses, disbursements, fines, or other amounts that you or any third party might suffer that relates to, or arises from, these Terms, learner participation in a course, or termination of a course for any reason, whether or not anyone anticipated, or should have anticipated, that damages would occur. In no event shall the aggregate liability to you for any and all claims exceed the total amount of fees received from you in the six months preceding any cause of action.
41. **Acknowledgement:** You acknowledge and agree that the disclaimers and limitations of liability outlined in these Terms reflect a reasonable and fair allocation of risk between you, the Valentre Institute (Pty) Ltd, and the



Academy of Technology and Industry, and that these limitations are an essential basis of our ability to make services available to you on an economically feasible basis.

42. **Time constraint:** You agree that, to the extent permissible by applicable law, any cause of action related to these Terms or any courses or services must commence within 3 years after the cause of action comes into being. If not, such cause of action shall be permanently barred.
43. **Indemnity:** Subject to any applicable laws, you agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to, or arises from, these Terms arising from your application for, or enrolment in, a course offered by the Academy of Technology and Industry. This indemnity includes claims arising from the use of the Online Campus in a way that does not comply with these Terms, or if we transfer the profile to another person, or if another person accesses the profile without your consent. This indemnity also includes all liability or loss that we might suffer as a result of a claim, including legal costs on the highest permissible scale, and any additional legal and collection costs.

9. Interruption of Services and Features Dependent on Geographic Location

44. **Geographic location:** some services may vary by geographic location and will change from time to time.
45. **Interruption of service:** You acknowledge that from time to time, the Academy website and / or Online Campus may be inaccessible or inoperable, by reason of one or more of the following:
- i) Equipment malfunctions or faults.
 - ii) Periodic maintenance procedures, downtime, or repairs that we may undertake from time to time.



iii) Causes beyond our control, including, without limitation, interruption or failure of telecommunication or digital transmission links, attacks on the network, and network congestion or other failures.

46. **No breach:** Such interruption to the accessibility of the Academy of Technology and Industry Website or Online Campus will not be deemed a breach of this Agreement and we will not, under any circumstances, be liable for any costs, claims, or damages that may be sustained or suffered as a result of any interruption, inoperability, or inaccessibility of the Website and / or Online Campus.

47. **Security:** We will use reasonable commercial measures to secure our system and the profile on the Online Campus, and related information. However, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. You undertake to notify us immediately of any compromise or unauthorised use of the account issued to you.

10. Intellectual Property

48. **Reservation of rights:** Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source, and / or object code, as well as all other works (including trading marks and names) contained on the Website or Online Campus, or otherwise provided to learners, is owned by us or licensed to us, and we assert and reserve all of our rights in this regard. Access to, or use of, our courses and services will not in any way result in an assignment or licence of any intellectual property owned by us or any other party.

49. **Learner content:** Courses and services may enable the learner to share their own content, including assignments, with the Academy of Technology and Industry and its staff, and fellow learners. The account



payer retains all intellectual property rights in, and is responsible for, the content shared. However, you specifically agree and consent that the Academy, the designated Quality Partner and the Quality Council for Trades and Occupations shall be entitled to use (at their discretion) all content shared by the learner on our Online Campus for internal research and development, quality assurance, course improvement, and non-commercial purposes.

In relation to specific courses, a policy statement on intellectual property sharing may be included in the Online Campus for further guidance to learners in the sharing of ideas and assignments.

Ultimately, it is the responsibility of the account payer to ensure the proper protection of the learner's intellectual property. If the intellectual property will be best protected by way of trade secret, or you have not filed for protection of protectable intellectual property, then non-disclosure may be an essential form of protection. We cannot, and do not, guarantee that any intellectual property shared on the Online Campus or otherwise through the Website will not be used by other learners.

11. Warranties and Disclaimers

50. **Disclaimers:** To the extent permissible under applicable laws, all services, courses, and their content are provided "as is" without representations or warranties of any kind, whether express or implied, in respect thereof. In particular, we make no representations or warranties regarding the quality of the course content or the fitness of the course content for the purpose for which it has been acquired.
51. **Warranties:** You warrant that all and any information provided to us, in accordance with this Agreement, in order to apply for a course or otherwise, is true and accurate.



12. Termination of Participation in a Course

52. **Modifying and terminating services:** We are constantly changing and improving our courses and services, and we may add or remove functions, features, or requirements, or suspend or stop our service altogether, giving learners and account payers reasonable prior notice of any material changes. You may also discontinue your use of our courses services at any time.
53. **Breach:** If an account payer commits any breach of these Terms and fails to remedy the breach within 5 days after receiving a written notice to do so, we may terminate the learner's participation in the course(s) for which they are enrolled, and you will not be entitled to a refund of any portion of the Tuition Fee(s). We shall furthermore be entitled to immediately suspend the learner's access to the Online Campus in the event of a material breach of these Terms, as determined at our sole discretion, pending an investigation into the relevant conduct.

13. Complaints and Dispute Resolution

54. **General complaints policy:** Whether it is positive or negative, the Academy of Technology and Industry encourages feedback from learners and account payers. Where this feedback is a complaint about a course, product, or service offering, or our conduct, we are committed to addressing the complaint in a timely and appropriate manner. All



complaints are taken seriously, and every effort has been made to ensure that the Academy can cater for complaints received on all levels, regardless of severity. The Academy will seek to address a complaint in a mutually beneficial and satisfactory manner, whenever reasonably possible.

55. **Lodging a complaint:** Should you wish to lodge a complaint, you are required to submit this by sending an email to the learners dedicated Support Advisor. We will strive to ensure that anyone giving feedback does so with the utmost courtesy and respect, and in return, we expect that anyone giving feedback or making a complaint will do so fairly and appropriately. Where we determine that a complaint is abusive, unreasonable, or an individual is unreasonably pursuing a complaint that has previously been investigated, we reserve our rights in relation to our response, and in particular, may elect not to pursue the procedure set out below.
56. **Review and investigation:** Once a complaint has been lodged, we will investigate and attempt to address the matter in question. At this stage, you may be required to provide supporting documentation or other evidence that may be relevant. We will endeavour to address complaints within six working days (although this may not always be possible). In all cases, we will maintain open channels of communication and provide feedback or updates on the progress of the investigation. If a complaint cannot be addressed at its first stage, either party may request that the matter be looked into further. Escalations of this nature may be referred to the Executive Head of the Academy who will endeavour to recommend an outcome or course of action within four working days. The nature of the complaint may also determine the level at which the complaint is managed.
57. **Feedback:** Once a complaint has been fully investigated and due process followed, a course of action will be determined by the Academy. The result



will either be that the complaint is upheld (in part or in full), and an appropriate form of action is taken, or, that no action is taken, in which case comprehensive feedback and reasons will be provided. This includes, but is not limited to, instances where you have not requested an outcome other than having a platform to voice your concerns.

58. **Disputes:** If a mutually satisfactory outcome, course of action, or conclusion cannot be reached following the complaints procedure, or any other kind of dispute arises between the Academy of Technology and Industry and you, then you agree that it will be resolved individually, without resorting to any form of class action, and, to the extent compliant with applicable law, exclusively by a court of competent jurisdiction, depending on where the services take place.

As a consumer, you may benefit from the right to bring an action in the courts of the country in which you are resident and nothing in these terms and conditions affects your rights to make such a claim.

To the extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, your rights and obligations, or the rights and obligations of the Academy of Technology and Industry, shall be governed by, and construed in accordance with, the laws of the Republic of South Africa.

59. Nothing in this section will restrict our right to apply to a competent court for relief should our intellectual property rights be violated or threatened, or where otherwise appropriate to obtain urgent, injunctive, or equitable relief.



14. General

60. **Entire Agreement:** These Terms and Conditions are a contract between you and Valenture Institute (Pty), on behalf of the Academy of Technology and Industry. Together with the Academy's Handbooks and Policies, they constitute the entire agreement between you and Valenture Institute, concerning application, admission, and enrolment for one or more courses at the Academy of Technology and Industry.
61. **Regulations:** You are responsible, in your personal capacity, for adherence to all local statutory regulations and tax filing relating to application, admission, and enrolment for one or more courses. .
62. **Revision of Terms:** We reserve the right to revise these Terms at our sole discretion, from time to time. These revisions will become effective immediately once posted to the Website and Online Campus, however, for all material changes to the Terms, we will take reasonable steps to notify you of such changes where the learner is enrolled for a course at the time when such changes come into effect. Additionally, we may send you an annual notification requesting confirmation of your acceptance of these Terms. As previously stated, if you do not agree to these Terms, you will be unable to continue using our services.
63. **Conflict:** If any aspect of these Terms conflicts with any information provided on our Website or in information packs or other course materials, these Terms will prevail, unless expressly stated otherwise.
64. **Severability:** In the event that any part of these Terms is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of these Terms.



65. **Assignment:** These Terms, and any rights and licences granted in terms of these Terms, may not be transferred or assigned by you, but may be assigned by the Valenture Institute without restriction.
66. **No indulgence or waiver:** If the Academy of Technology and Industry chooses not to enforce any part of these Terms, this does not mean that it cannot do so at a later time. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other Term.