



Prestigious Distance Education Worldwide



CL Education procedures and contract:

WHAT IS CL EDUCATION?

CL Education is an accredited Cambridge International Examinations (CIE) Distance College. CL Education is a British Council Associate School with CIE centre number is: ZA 272. Any verifications in this regard can be directed to the CIE Schools Development Manager for South Africa: Mark Barber

DEFINITIONS:

"Distance education": Distance education a method of education, not a philosophy. Students can study in their own time, at the place of their choice (home, work or learning centre), and without face-to-face contact with a teacher. Technology is an additional tool of distance education, not the method. Distance education is not "open education" for CL Education purposes.

"Online/virtual learning": Online learning may be 'at a distance' or 'blended'. For CL Education purposes "online" is merely the tool that is used to administer the method, namely "distance education"; the overarching method.

"Serendipity": Serendipity is our acknowledgement that sometimes there is chance learning. There are no goals associated with this type of learning. This is learning occurs or happens simply because the individual "stumbled across" the information.

"Tutor": a person who is an independent contractor and is paid for the services as an independent contractor by CL Education. CL Education do not employ "full time" teachers. Time is distributed as per the tutor's accessibility and availability; not by way of the learner's demand to impose on time.

"Learner": CL Education Distance College student.

"GAFE": Google Apps for Education; a tool used by CL Education that loosely refers to as Google Classrooms or Classrooms

"Additional Fees" means those prices for the Additional Goods/Services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the distance education needs;

"Additional Goods/Services": those goods or services that may from time to time be provided to or for the benefit of the Child, as determined by the CL Education from time to time;

"Consumer Protection Act": means the Consumer Protection Act, No 68 of 2008;

"Registration Fee": the fee paid by the parent as an agreed, non-refundable contribution to the CL Education, payable on the learner's enrolment to the CL education as part of the School's revenue for that year;

"Enrolment Fee": the fee paid by the Parent/s to cover all the administrative costs involved in registering a learner with CL Education which may include an initial contribution to the development of CL Education Intellectual property;

"Fee": any amounts owing to the CL education for a learner's enrolment, education and related activities through CL education by electronic means or otherwise. Such fees shall be clearly communicated to you in advance and may include, but are not limited to, the –

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- Enrolment Fee;
- Placement Fee;
- Course Fees; and
- Additional Fees;

"Policies": the rules and principles adopted by the CL education as published by the CL Education from time to time, which are used to regulate the CL education. These Policies may include (but need not be limited to) the CL Education Rules; Schedule of Fees; Debtors' Policy; Terms and Conditions of the School, as well as the Code of Conduct and CL Education's Procedures are available on request free of charge, or on CL Education's website;

"Code of Conduct": the rules of the distance college a copy of which is provided to each learner as those rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the CL Education;

"Term": means a division of the academic year and is the time during which the CL education holds GAFE Classrooms and/or Hangout sessions.

A brief Overview of the Cambridge International Examinations structure

Pre IGCSE (Checkpoint level)

Entry age: 12-14 years or pass at grade 6 level, if starting at Stage 7; Stage 8 and 9 will be decided at discretion relative to last grade passed or age or related abilities and capabilities.

IGCSE Level

Entry level: 14 – 16 years old; variable factors taken into consideration or a pass for all subjects at a Stage/grade 9 level

- It is best to take IGCSE level over 12 months to 24 months, depending on age and other factors.

University entrance is made with IGCSE results; pending AS Level results.

AS Level

Entry level: 17 to 19 years or a pass at grade 11/12 in all subjects with C grades or higher

Requirements for university entrance may be different for all countries outside of South Africa.

1) This will allow for HESA exemption via AS Level for South African Matriculation purposes

- 2) It is best to take AS Levels over 18 months to two years.

A Level

Entry level: 18 onward or a pass at Grade 12 in all subjects with C grades or higher; or AS Levels with passes of D grades or higher

- A levels must be completed with 13 months of AS Subjects.

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WHAT CL EDUCATION IS; AND WHAT CL EDUCATION IS NOT:

CL Education is:

- 1) An accredited CIE Distance Education Curriculum provider (CIE Centre number 272)
- 2) A planning consultancy to private candidates
- 3) A GAFE approved "school" (Google Apps for Education)
- 4) Flexible
- 5) Progressive
- 6) Increases the learner control, opportunities for dialogue, and emphasis on thinking skills rather than mere comprehension.

CL Education is not:

- 1) An online/virtual or open school with daily or weekly scheduled lessons intended to replicate the classroom model.
- 2) GAFE is an online tool and a bonus to learning as opposed a methodology. The methodology remains strictly Distance Education.
- 3) A school at home
- 4) (Not) Synchronous: CL Education is asynchronous in that CL Ed do not provide affordances that allow for "real-time" interaction between student and tutor at any regular time or day. Asynchronous situations are both time and geographically insensitive and are not part of CL Education's methods which is very simply: Distance Education.

GENERAL OBLIGATIONS OF CL EDUCATION

1. The admission and enrolment of learners to CL Education is at the discretion of the Managing Member: Bronwyn Ansell, who may refuse a learner's admission to the CL education without giving reasons therefore. Managing Member, Bronwyn Ansell, may, at her sole discretion, cancel enrolment in accordance with the Rules.
2. For the sake of clarity, this agreement regulates the enrolment and admission at CL Education, nothing in this Agreement should be interpreted as a representation or warranty made by the CL Education that you/a learner will be admitted to and enrolled with CL Education.
3. CL Education undertake to exercise reasonable skill and care in respect of a learner's education via distance education methodologies only. This obligation will apply during Google Classroom sessions and Hangout Sessions.
4. We shall monitor a learner's progress at CL Education and will oblige to mark any submitted CL Education assignment/s that is submitted timeously, excluding any assignment submitted during an official CIE exam session and from 5 December of a given year to 5 January of the following year; unless such a consideration has been approved by Managing Member, Bronwyn. All other marking, except that of CL Education assignments, is discretionary and may be refused by a tutor without an explanation.
5. We shall endeavour to remain with the 3 to 14 working day communication period on enquiries via e-mail

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6. We shall endeavour to remain with the 3 to 14 working day communication period on enquiries via Google Classrooms
7. We shall endeavour to remain with the 3 to 14 working day communication period on assignment submissions
8. We will advise you if we have any concern about academic progress, but we do not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged either by you or by the CL education at your expense.
9. The parties take cognisance of the limitations of the CL Educations “No Walls” policy which limits its ability to provide high quality education to children with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need). To the extent that, in the reasonable opinion of the Managing member, Bronwyn Ansell, CL Education cannot, or can no longer, provide adequately for any special educational needs, CL Education may cancel this contract.

DISCLAIMERS

Unless you expressly notify us in writing to the contrary, the learner and/or parent/ legal guardian and/or sponsor consent to the learner participating on GAFE Classrooms and Hangout and/or Skype sessions with tutors. Subject to CL Education taking reasonable care to avoid cyber harm and save for any gross negligence on the part of the CL Education, its tutors or agents, CL Education is not responsible for loss or damage resulting from such online/cyber participations and/or programmes and you indemnify CL Education against any claims in that regard.

POLICIES OF CL EDUCATION

1. You declare that you have read and understood the policies of the CL Education as adopted and published by the CL Education from time to time and agree to abide by these policies. CL Education undertakes to send soft copies of all policies available on request and free of charge, on registration with CL Education
2. You undertake to comply with all the rules and regulations of the CL Education and acknowledge that it is your responsibility to make yourself familiar with the policies and procedures.

PAYMENT OF FEES

1. You have absolute responsibility for the payment of any Fees applicable when registering with CL Education. You also acknowledge that CL Education fees are payable in up front in advance and that facilities exist for monthly payments. If you are unclear about any of your financial obligations, CL Education will on request provide a written explanation. Any Fee or other moneys owing by you to the CL Education not paid on or before the due date will bear interest at the maximum rate of interest for incidental credit prescribed from time to time in terms of the National Credit Act, 2005 (“NCA”), or at such lesser rate as the CL Education determines from time to time in its sole discretion. Interest not paid to the School by the last day of the month in respect of which such interest accrues will bear further interest at the same rate. In addition to interest the School will be entitled to recover from you default administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.

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2. You and/or the Third Party accept the Additional Goods/Services. CL Education will, as far as reasonably possible, give you notice prior to providing such Additional Goods/Services. You and/or the Third Party expressly agree to the delivery or performance of the Additional Goods/Services and accept liability for payment thereof, in accordance with clause
3. You and/or the Third Party acknowledge that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that you have expressly accepted such Additional Goods/Services.
4. You and/or the Third Party accept that you/it will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for stationary, textbooks, laptops, additional printing, couriering abroad and any other Additional Goods/Services required by CL Education to provide adequately with the educational services in terms of this Agreement. Any such Additional Amounts will be added to the CL Education account, which will be payable immediately.
5. You confirm that a registration invoice as sent via e-mail by the administrations manager and/or Managing member, Bronwyn Ansell showing the amount owing by you or the Third Party to CL Education shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the CL Education's claim is thereafter disputed by you or the Third Party, you or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.
6. In the event of the Third Party taking responsibility for the payment of the Fees, you by your acknowledging receipt of the e-mail and/or sending a requested proof of payment (POP) hereto, hereby bind yourself jointly and severally in your personal capacity as surety and co-principal debtor with the Third Party for payment to CL Education of any amounts which are owing and may at any time become owing to the School by the Third Party.
7. You also acknowledge that if any instalment on account of a fee which is payable is not paid on the due date, the whole balance of the fee outstanding will immediately become due and payable by you. No indulgence or grant of time by CL Education will constitute a waiver of its rights under this contract or otherwise.
8. You agree that any fees paid in advance will be held in accordance with the Consumer Protection Act, but that CL Education will be entitled to treat the interest generated from such funds as income.
9. CL Education fees will be reviewed from time to time and may be increased by an amount which the CL Education considers reasonable., without prior notice in line with inflation and supplier costs.
10. You have a right to cancel this contract without penalty if a print and courier order has not been issued via mail to the suppliers at the point or on/before the day of cancellation.
11. You have a right to an 80% refund, less an administration fee, after five (5) working days provided you have not received and signed for goods and intellectual property as received.
12. You have a right to an 50% refund, less an administration fee, after five (5) working days should you have received and signed for goods and intellectual property as received.
13. You have the right to credit subjects and suspend fees to a later time at the sole discretion of the managing member, Bronwyn Ansell.
14. No other refunds and/or reimbursements will be considered.
15. CL Education also has the right to cancel this contract at any time, for any reason, provided that it gives you five (5) working days' notice, in writing, of its decision to terminate this contract. On the first working day thereafter, all domain names and any other electronic information will be deleted in its entirety and you will be no longer be permitted to reregister with CL Education again for a period of two years.

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PROTECTION OF PERSONAL INFORMATION

By entering into this contract, and unless you at any time instruct CL Education expressly and in writing to the contrary, your consent is given for CL Education to:

1. Collect, store and process credit information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts comprised in the Fees;
2. Collect, store and process names, contact details and information relating to yourself and/or the learner, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by CL Education for CL Education-related purposes to the extent required for the purpose of managing relationships between the CL Education, and learner and/or parents/sponsors, as well as providing references and communicating with the body of former learners;
3. Include photographs, with or without name, of a learner in a CL Education publications, or in press releases to celebrate the CL education's or the learner's activities, achievements or successes;
4. Supply information and a reference in respect of a/the learner to any educational institution that may be attended at some other time. We will take care to ensure that all information that is supplied is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the CL Education cannot be liable for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; and
5. CL Education may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to CL Education that it may do so. Should this be the case, CL Education may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.

ALTERNATIVE DISPUTE RESOLUTION

1. Any dispute concerning or arising out of this Contract must be resolved in terms of this clause. Any party concerned must first seek an amicable resolution by written notice (indicating also that party's designated representative) to the other or others, whereupon each will within five days of the notice refer the dispute to a designated representative to negotiate and resolve with the other or others within fifteen days.
2. If negotiation fails, any party may then within ten days of such failure refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor or body nominated in writing by it in its stead.
3. If mediation fails, any party may then within ten days of such failure refer the dispute for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement by the parties, or, failing agreement within ten days of the referral, by AFSA) as an expedited arbitration the Republic of South Africa under the then current rules for expedited arbitration of AFSA.
4. This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict or mandamus pending finalisation of this dispute resolution process.

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- 5. This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect even if the Contract terminates, is nullified, or cancelled for any reason.

VARIATIONS

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education via CL Education Distance methods. CL Education will give you at least 14 days’ notice of any such modifications.

PARTIAL INVALIDITY

Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if anyone is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the agreement will otherwise remain valid.

It is a condition of registration at CL Education together with receipt of payment, that you sign you last page as proof of having read the document and on receipt of the scanned page with signatures that you are considered registered. CL education may at its discretion consider this declaration and Contract to be null and void if this document is altered in any way.

Declaration: I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, including the Policies of CL Education.

SIGNED at _____ on _____ 20____

Learner (if over 18 years old) /sponsor/parent/legal guardian

SIGNED at _____ on _____ 20____

sponsor/parent/legal guardian

ACCEPTED by the

School at _____ on _____ 20____

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1. Brief overview of course material

- The development of work programmes initiated the start-up of CL Education: all CIE specialist teachers, course developers and tutors were recruited with the sole purpose of understanding CIE aims and objectives and the academic expectations expected from CIE and adapting this understanding of the CIE syllabus to a curriculum.
- CIE syllabi are constantly being changed, updated and amended due to new text books, principal examiner changes and the like; each change signals an updated version of any existing course material.
- These changes are made annually or during the year, depending on when new syllabus changes are implemented, via exams, by CIE.
- Each subject related work programme functions in conjunction with an endorsed CIE textbook. Should a textbook change, so too does the existing work programme.

2. Course material consists of

- A hard copy of the subject content with a 30-week overview structure
- An electronic copy of the work programme
- A CD which includes the electronic copy and all other relevant subject related material such as assignments, the CIE syllabus and any additional subject notes, textbook answers and so forth.
- Access to the tutor
- Marking of all assignments and discretionary marking of textbook and work programme activities
- Activated on the Google Classroom domain to use Google Classrooms. Google Classrooms is only accessible if a username and password are issued by CL Education and activated by admin for domain usage.

3. Tutor support and assignments in brief (as part of a value proposition)

- Tutor support is paramount to student progress and development.
- Ongoing online support is offered, via online methods such as Skype and Google hangouts.
- CL Ed do not dictate to tutors how or by what means the tutorial sessions are administered and each tutor has developed "best method" approach for their specific subject.
- E-mail contact is unlimited: it also provides an indication of students that are working, submitting assignments, activities and queries as it is a prerequisite for parents and management to be cc'd on all ingoing and outgoing e-mails. This allows for constant monitoring.
- Google Classroom access by students is 24/7. Tutor access is as per procedures.
- CL Education is currently in excess of 16 tutors who are specialists in their subjects, with some who are able to assist with other subjects for which they may also have been trained.
- The tutors are situated countrywide.
- Each subject has a varying number of assignments with a minimum of six for all subjects, though some do have in excess of 12 assignments (AS Level Physics and Chemistry)
- Assignments are all submitted in word document format or on Google doc via Google Drive and returned with extensive commentary.

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4. Additional costs to student/parent:

- Textbooks: Costs of textbooks range from R150 – R1500 depending on the publishers and subject. Most are about R450. A direct link to these is provided by CL Ed in order to make for easy and correct purchasing of such.
- Exam fees (Approximately R1800 per exam, payable to British Council or a CIE school)

5. Current registration procedures

- It is preferable that all parents and students attend an interview (electronically or in person) in order that the system is explained. In addition, students feel more at ease and comfortable putting a face to an e-mail or other electronic means of communication. Parents also tend to be more actively involved in the academics of their children after interviews. For cross country and foreign students, at least one telephonic discussion or Skype/Google Hangouts is necessary.
- During the interviews the CIE process is explained as this can be uniquely individualised to a student's capabilities and abilities.
- Once a plan of studies has been established and subjects decided on, a letter of enquiry and quotation for studies is e-mailed.
- Each parent and student receives tutor introductions, textbook links and the course material is released. Hard copies are couriered to a physical address.

6. Exams

- Exams are written through British Council or any CIE approved School that accepts private candidates.
- There are two exams session per year, namely May/June and Oct/November and all planning is done around these.