



IMPAK ONDERWYSDIENS CC t/a Delta Education

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Dear Learning Centre Manager,

15 August 2011

**The Policy for 2011: The learning centre can now be managed more effectively and cost efficiently.**

**What is new?**

The brand new centre policy 2011 differs drastically from its predecessor.

The changes have been made in order to ensure that Delta provides you, the learning centres and parents with better service delivery. Furthermore it will establish a more flexible and financially sustainable learning centre model.

The changes are as follows:

1. The total removal of licensing fees.
2. Licensed learning centres can now rent the needed learning material/products, on a year-to-year basis, at only 49c per A4 page, single sided print. This price excludes postage and packaging.
3. Licensed learning centres can purchase their Delta and Impak posters at the reduced price of R 100 per poster. This price excludes postage and packaging.
4. Delta clients that enrol their children at a licensed learning centre will receive a 22% group discount on the normal Delta rate.
5. Licensed learning centre owners will receive 8% commission from Delta on all fully paid enrolled learners.
6. Licensed learning centre learners may attend Impak and Delta camps at R 70 per person per day/night. This fee includes the course costs, accommodation and meals, but excludes transport and extra material/apparatus costs for practical and technical subjects.
7. Clients that enrol their children at a licensed learning centre will make use of the standard Delta application form and will calculate fees using the Delta tariff structure as stipulated in the information brochure.

His light shines forth!

Delta regards,

Pieter Botha.



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## DELTA'S TUTOR AND LEARNING CENTRE POLICY FOR 2011

We would like to thank you for considering using Delta's products, services, qualifications and education plan in your tutorial/learning centre/school. This policy describes the function of the learning centre's concepts and lists the stipulations and requirements regarding the legal and correct operation of such a learning centre.

Independent schools registered at the Department of Education which are licensed by Delta and tutorials that meet the requirements of this policy, qualify for licensing and are also known as learning centres for the following discussion.

Delta sets high demands regarding the quality of its products and services offered to its clients at the learning centres since they are dependent on them to enable them to give their own children excellent education at home and to ensure the child's future success.

After the application for licensing has been approved, learning centres are licensed by Delta's Executive Management to use Delta's name, products, education plan and qualifications may be used under these two conditions:

- The staff and management from the learning centre have been trained and
- Written confirmation with supporting evidence has been offered to Delta's Executive Management by the Delta authorised staff member, proving that the proposed learning centre complies with all the requirements of this policy document.

### 1. There is a need for learning centres to operate within the framework of the law!

More and more parents decide to educate their children from home every year. This trend causes a growing demand for learning centres to comply with the following requirements:

- Responsible parents educating their own children, from home, usually prefer to act in their children's best interest. Since parents are not necessarily subject specialists on every subject, it is in the **best interest** of the child that parents acquire the services of subject specialists from time to time, or alternatively find a source that specializes in a specific subject with which to complement their own inadequate knowledge regarding a specific subject.

Learning centres can provide access to these subject specialists and the necessary sources. A learning centre can also offer technological resources to the homeschooling community such as computers, Internet access and online lessons as well as other necessary educational equipment like science apparatus and learning programs.

- It is in the **best interest** of the child studying from home to be exposed to group activities, outings and healthy socialising. Learning centres create the ideal environment for group work and socialising.
- Thorough external monitoring of progress, evaluation and examination of the children educated at home, is in the **best interest** of the child, to ensure that the child receives education and training of the highest standard. Learning centres can also serve as examination and evaluation centres with the necessary facilities and supervisors. It can help put the integrity of Delta's examinations and evaluation systems above suspicion.

- Due to illness, farming and business responsibilities, or for whatever solid reason, parents sometimes have to leave their children who are studying at home. These parents require care for their children in a day care centre during their absence. Learning centres can thus also fulfil the need for a day care centre.

## 2. The way a learning centre is established

Delta sells its products, education plan, subject support services and evaluation services to parents who are homeschooling their own children. These parents are free to take hands and establish a local support group (learning centre). This group can meet from time to time, as often as they decide. During these meetings the services of subject experts may be acquired (bought in) to guide the children in groups in subjects such as Mathematics, Physical Science, Information Technology and many more. At such meetings, children can also enjoy education in music, singing, recitals, chess and other group activities.

Teachers or entrepreneurs can also establish a learning centre in a specific community. Such a learning centre offers support services such as subject-professional resources, assistance and advice, evaluation services, group work and socialising activities to children in support of the parents educating their children at home.

## 3. Learning centres are privately owned, but Delta has dictation right

Learning centres belong to the owners and caretakers thereof. Delta does not own the learning centres. Learning centres appoint their own management, policy and ethos, within the framework and in accordance with Delta's policy. They determine how they themselves want to structure their centre and which personnel they want to appoint/buy in. Delta gladly supplies its products and services to any group or learning centre underwriting Delta's vision, regardless the group or learning centre's religious and political preferences.

The connection of Delta's name to such a learning centre means that Delta executes complete control and say regarding the **use** of Delta's **name, products, services** and **qualifications** in the learning centre. Furthermore the learning centre must comply with Delta's learning centre policy and stipulations regarding education standard, integrity, public image and good managerial practices.

Learning centres using Delta products and services will from time to time be subjected to inspections and evaluations to ensure best service delivery. Any group or learning centre that does not continuously comply with Delta's policy requirements and set standards, the parent community may be informed accordingly. If no significant improvement and adjustment is made, Delta reserves the right to charge fines, such as determined by an independent arbitrator. The centre then also risks forfeiting the continued use of Delta's name, products, services and qualifications. Delta also reserves the right to withdraw itself from such a centre and make the reasons thereof available to the public media.

If Delta deems it necessary to withdraw itself from a centre, Delta will continue to provide a service to the involved clients of the centre at the quoted learning centre price for the rest of that particular year. However, Delta reserves the right to recover any costs incurred to either Delta or the client from the centre's owner(s).

## 4. Parents remain responsible for education

Learning centres, day care centres, facilitators and bought-in educators certainly do not replace the parent's responsibility as primary education provider to their own children! The learning and education time which parents daily spend around their children (+/- 60 %), must be longer than the time a child receives assistance at a learning centre (+/- 40 %).

However, as soon as a learning centre takes over the teaching and educational responsibility regarding the education of the child from the parents, it is no longer a bona fide learning centre. In this event such a learning centre must apply for registration as an independent school in accordance with the constitution of the RSA and the stipulations of the National Schools Act and any regulations that are in harmony with the constitution.

## 5. Conditions for the legal practising of learning centres

- a. Application to register as a licensed learning centre at Delta is done by the owner(s) and submitted to the Executive Management of Delta Education CC. If the Executive management, after deliberation, approves the application a binding legal contract is established between Delta Education CC and the legal owner(s) of the Learning Centre. In the event that a registered learning centre changes owners, the new owners must re-apply for licensing. The executive Management of Delta will establish a new binding legal contract between the new learning centre owner(s) and Delta Education CC after deliberation and approval.
- b. Each parent-couple must complete a signed Delta-Contract individually. Thus entering into an agreement with Delta Education. All monies payable must be deposited directly into Delta Education's bank account. The contract serves as proof thereof that the parents have personally enrolled at a responsible service provider and that they are thus busy homeschooling their children. Each parent-couple signs the form personally.
- c. Each parent must take control and full responsibility for their own child(ren)'s education and training. Control and responsibility **may not** be delegated to another person or organisation.
- d. However, parents are responsible for acting in their children's best interests at all times and to offer their children education of a standard not less than what is offered in public schools. It is thus in the best interest of the child that the parent provides the child with additional assistance in subjects for which the parent is not well grounded. It is also in the best interest of the child to be exposed on occasion to friends, peers, sport and cultural activities. Parents may thus acquire the assistance from out-persons to provide successful homeschooling for their children.
- e. No parent homeschooling a child is allowed to place the child in a "school" or "hostel", because then it is no longer regarded as homeschooling. Parents may, however, make use of support groups, day care or learning centres and of individuals' services, even use sleepover services to add value to homeschooling and thus serving the best interests of the child.
- f. When parents use a learning centre or support services of an individual, they must compose and sign a document wherein the parents stipulate that they are in full control and accept responsibility for their own children's education, and that the centre or individual's services will be used at times to complement areas in which the parent(s) are not well grounded, and to ensure that the best interests of the child is served at all times in terms of academic achievement and socializing.
- g. When the parents and services of a day care or learning centre are used, the parents take responsibility for their children's involvement at that centre, i.e. the parents give written permission to the learning centre regarding required achievement of the child during the learning centre session. The parents also check afterwards to determine if the child has performed satisfactorily and if the best interests of the child were served during the learning centre session.
- h. The child may, under no circumstances, be exposed to the learning centre for a longer time than being at home in parental care (60/40 ratio).
- i. Delta is responsible for the storing and requesting of children's profile cards (if the parents prefer it this way, they must submit a written request to Delta) and also for the monitoring of learners' progress and also for the issuing of tests, exams, etc., to give the parent and indication of the child's progress.

Children studying from home may receive tuition in any academic subject, beyond the environs of the home. These children may receive music, art, cultural and sports training. They may also leave the environs of the home to visit friends, attend adventure camps and educational outings, activities and trips. But complete responsibility and control for the child's actions and whereabouts remains with the legal parent(s)/guardian(s).

Learning centres may, from time to time, support learners studying from home regarding extra lessons, sport and cultural activities. Learning centres are not schools and thus do not take over the responsibility for any learner to which a service/assistance is delivered. The parents are in total control, take full responsibility and are completely accountable for their own children.

Learning centres hold no attendance registers, as this is the parents' responsibility. Learning centres provide a service to the children according to the parents' written instruction. Parents will

typically send their children to the support group or learning centre for extra lessons or socialising activities or both, during certain days of the week, or weeks of the month, as the need arises

## 6. Juridical Protection

Delta and the Pestalozzi Trust have agreed that the Pestalozzi Trust will extend their juridical protection from only bona fide homeschoolers to include the licensed learning centres and families involved at the learning centres. To benefit from this protection Delta and the Pestalozzi Trust have agreed on a special, per capita, membership tariff. This tariff is already included in Delta's fees and will not be charged additionally.

The Pestalozzi Trust, under chairmanship of Mr Leendert van Oostrum, utilizes the membership fees to finance any court action that may be necessary to protect learning centres and parents. Centres and centre parents may thus be at ease and focus on the good education of the child.

However, it is essential to know that parents carry the responsibility to ensure that the centre honours the legal rules and conditions as stipulated above.

## 7. This is how Delta's education plan works in learning centres

In practise, it often happens that several learners will visit the centre at once, or that the learning centre needs to function as a day care centre. Below we explain how the facilitators can handle a large number of learners simultaneously in one classroom.

Individualised education comprises a shift of emphasis from a situation of a teacher learner relationship to a situation of learner self-activity which educates. This is where a facilitator helps discovery, learning and helps handle challenges thus the facilitator only guides the learner. Learners, who develop earlier, work faster and flourish on challenges, will be capable to complete a grade in less than a year. Learners who find certain aspects of a grade more challenging may need more than a year to master the grade.

Individualised education is structured and presented in such a way so that two persons, one is an educator and one an assistant, are enabled to handle 30 learners of different grades successfully. These personnel are not necessarily experts, but are educators who facilitate and guide the learners. They manage the teaching situation and merely guide the child towards discovering, self-learning, taking responsibility and facing challenges. This type of education is made possible by the quality of Delta's learning material. Each lesson really speaks to the child on his/her level and is self-explanatory.

Furthermore, each lesson or group of lessons is concluded with an open book test. Learners cannot tackle the next lesson without having proven that they have mastered the preceding work. The facilitator receives strong guidance and support from Delta, which makes it possible to adjust his/her role as teacher and guide.

The facilitator's and assistant's hands are strengthened and complemented by subject experts from the community whose services can be acquired according to the concept of buy-in-time, to present lessons or by using video lessons in the centre. In this way a Mathematics, Physical Science, Music teacher or other specialist can be hired for three or four hours per week, or video lessons can be used. The concept of buy-in-education and video lessons makes it possible to provide quality education across a wide subject spectrum.

Individualised education includes the principle that parents and learners, in conjunction with the facilitator, meet realistic and measurable achievement goals on a weekly basis. The objectives must continuously challenge a child to academic performance and spiritual growth. Learners who achieve their goals must be duly and thoroughly rewarded. Good behaviour, discipline, helpfulness, a spirit of sacrifice and duteness must also be rewarded. Rewards can be given in many forms, e.g. marks, longer breaks, merit bursaries, outings, special privileges, etc. Lazy learners or learners, who practise misconduct, must be disciplined in a loving but firm way and forfeit privileges. Learners, who don't react to corrective treatment, must be requested to leave the learning centre.

Learners and parents who abide by the nature, authority, discipline and order rules of the learning centres are welcome. No discrepancies will be tolerated.

## **8. Preparations needed before an "application for licensing" to Delta's Executive Management for consideration as a learning centre**

a. If you are convinced that you want to establish a learning centre, the first step will be to call Delta's Centre Manager and make an appointment for training. During the training the following aspects will be addressed:

- § Learning centres and the law
- § The correct procedure for the establishment of a learning centre
- § Learning centres, administration and documentation
- § Learning centres and communication
- § Learning centres and Delta's education model
- § Learning centres and the use of Delta's product and services
- § Learning centres and the handling of parents and children
- § Learning centres and psychometric testing
- § Learning centres as exam centres
- § Learning centres and marketing

After completion of the training, you must do the following preparation:

- b. Obtain and make certain that you know and understand the stipulations of the National Schools Act thoroughly, especially articles 3, 4 and 51, which relates to homeschooling. Your prospective learning centre may not be practised in any way that violates the stipulations of the Act.
- c. The management of the learning centre must compile a full business plan, which must contain a S.W.O.T analysis and an explanation of how the centre will be managed administratively, financially and educationally. The centre's method of work to comply with the stipulations of this policy and the requirements of the Pestalozzi Trust must be explained thoroughly together with supporting documentation. Such a business plan must also include the centre's objectives, ethos, code of conduct, budget, market potential, plan of the premises, personnel planning, year programme, socialising programme and centre documentation. You are by all means allowed to make use of already established centres' documentation. This business plan must accompany your application for licensing.
- d. The premises must have a pleasant and professional learning environment, sufficient media must be acquired, sufficient and appropriate educational equipment such as e.g. puzzles, television with video, etc., must be in place, computers with internet connection as well as a safe and photocopier machine are essential equipment for ensuring successful assistance and support to participating parents.
- e. If necessary, get permission from the local authority to operate the centre.
- f. Get the business form, business structures, financial arrangements and bank account in place.
- g. Get support for the idea of a trust fund to which community funds can contribute and from which merit bursaries can be awarded to meritorious children.
- h. Complete the application form to become licensed as a Delta Education learning centre.
- i. Send the application form for licensing and business plan as well as 1/3 of the full licensing amount to Delta's Executive Management or its delegate.
- j. Delta will consider your application and make an appointment with you for training of personnel and completion of licensing.
- k. After the training is completed and Delta's Executive Management is satisfied that all requirements have been met, your application will be approved and your license certificate issued.
- l. After issuing of your license certificate, you can request the necessary client-enrolment contracts, etc., from the Delta head office.
- m. Prospective learning centre parents/guardians must be supplied with both Delta's client information and enrolment contract as well as Delta's Learning Centre Policy.
- n. Prospective learning centre parents/guardians must personally complete the Delta enrolment contract with their personal information and own signature.
- o. Ensure/check that both Delta and the learning centre's enrolment contracts are completed correctly and signed by the parents. Draw up a client list for yourself and for Delta.

- p. Bind Delta's correctly completed enrolment contracts together with copies of the learning centre's enrolment forms and the indemnity forms together and send it, accompanied by the client list, to Delta's Executive Management or its delegate.
- q. Delta will, on receipt of the correctly and fully completed and signed enrolment forms, accompanied by the client ID's and entry fees (see cost table), prepare the standard learning centre package and send it per registered mail.
- r. Check immediately after receipt of the parcel, via mail or courier, if the contents thereof correlate with the enclosed control form (and with your invoice). If you are convinced that the contents of the parcel are not in accordance with the accompanying control form, you must inform Delta's Executive Management or its delegate in writing **within 5 days** after receipt of your parcel. Neglect to report such a problem within 5 days after receipt will amount to additional costing as the learning centre will be invoiced for any and all adjustments to rectify the problem.
- s. Ensure that there is enough Delta lesson material, DVD's, tests, parent guides, etc. on hand so that the year can be tackled with piece of mind.
- t. Acquire the services of at least one experienced teacher who can handle grades 0 to 3. Also search for a competent and trustworthy teacher who can be a facilitator for grades 4 to 12.
- u. Obtain the commitment of parents who can act as assistant-facilitators on a regular basis and negotiate with professionals to assist the centre on a buy-in-basis with subjects such as Mathematics, Physical Science, Music, etc.
- v. Only do the final and official appointments after all the above preparations have been made, the centre's licensing has been completed and the intended personnel, co-workers and management have been trained thoroughly.
- w. After the centre licensing, business plan, premises and personnel have been put in place and you are certain of support from your community, place an advertisement in your local newspaper (example available from head office) and arrange a meeting where Delta's representative (arrange with head office) can brief the audience thoroughly regarding the prospective learning centre.

#### **Further requirements for continued licensed-status**

- a. Any evaluation done at the learning centre must be administered under competent supervision and the result of the evaluation must be a true product of the learner's own work.
- b. The learning centre must channel all communication from Delta to the learning centre, to parents. Failure to do so can cause deregistration of the centre.
- c. Delta reserves the right to communicate with parents at any time as each family from the centre is in contractual agreement with Delta.
- d. Learning centre management must see to it that the facilitators, who are also expected to be moral custodians and set an example through good behaviour at all times in their use of language, clothing, moral standards, etc., meet expectations.
- e. No learning centre will be recognized as such if there are less than 10 learners participating in centre activities one year after establishing the learning centre.
- f. Learning centre owners must see to it that all stipulations in this document and the stipulations as contained in the "Application for licensing as Delta Learning Centre that make use of Delta products, services and qualifications for 2011" are met.

#### **9. Competition**

If centre owners decide to stop operation for whatever reason, the owners may not, for a period of 24 months establish a similar centre for primary or secondary education within a radius of 10 km, whether it be privately or for another service provider.

The centre owners, who decide to end all ties with Delta, may under no circumstances lure away Delta's clients using Delta's product and services, to another education system.

Centre owners may not in any way or form, after withdrawal from Delta, use any information, expertise, products or services uniquely connected to Delta, for own or other organisations' economic benefit. All products and services including any copy thereof must be returned to Delta.

#### **10. Territorial protection**

Only the learning centres that received territorial protection before October 2009 under the previous system, will keep their rights and privileges in the area that was assigned to them, on the condition that they still pay the annual fee of R 6000, where applicable.

## 11. Products, services and entry fees for 2011

- Learning centres do not pay licensing fees for 2011
- Learning centres rent all guides, DVD's, memorandums and parent guides that the learning centre owner/facilitators may need on a year-to-year basis at the rates stated below.
- Rented products must be returned to Delta at the end of the year, after which a new rental agreement can be made between Delta and the learning centre.
- Clients, who are enrolled at a learning centre, will get a 22% discount on the purchase price of the products (guides and DVD's) bought from Delta and they enter into a contract with Delta in their personal capacity.
- Learning centres receive an 8% commission for each enrolled Learning Centre Learner who purchased the Delta products and has paid in full.
- In the event that a licensed learning centre cease to exist, withdraws from Delta, cancellation of the learning centre or if the learning centre decides to not make use of Delta's products and or services any longer, all Delta products and copies thereof will be immediately removed from the learning centre and be returned to Delta immediately. Furthermore no Delta products, services or copies of Delta material may be used. Delta has the right to take legal action against anyone who commits this offence.

Learning centres rent all guides, DVD's, memorandums and parent guides in hard copy where applicable at:

- R0, 49c per A4 folio, single sided print, postage and packaging excluded
- No copying of Delta products may be done without written permission
- In the event that you chose to pay rental fees an interest of 12% will be added annually
- The 6 posters that ensure the learning centre has a Delta character can be purchased at R100 each from Delta.
- Please ensure that you use the Delta quoted prices as stipulated in the Delta Information Brochure for 2011 when you quote a family

Licensed learning centres are entitled to the following:

- a. Centre "Certification Certificate" at Delta,
- b. Delta's monthly newsletters and quarterly newspaper,
- c. Receive juridical protection for the centre by the Pestalozzi Trust,
- d. Receive legal Delta tests and exams,
- e. Receive legal Delta report cards and comments about learner achievements and also receive access, at special tariffs, to London City & Guilds qualifications, through Delta Education,
- f. Subject author services (subject assistance and marking of exams, if done within the window period),
- g. The adventure camp, winter school and extra curricula classes. The courses and course materials are offered free of charge to the learners involved at licensed learning centres. Parents must, however, carry costs for accommodation, transport to and from these events and for meals in the case of the winter school, the extra-curricula classes and the practical workshops. The infrastructure of the premises where the activity is performed will determine how many learners and parents can be allowed. Here we follow a first come, first serve rule.
- h. VAT within the borders of South Africa.

Parents involved at licensed learning centres are entitled to the following:

1. Printed study guides/textbooks for each subject for which the learner is enrolled,
2. DVD's for subjects where DVD's are available,
3. Juridical protection from the Pestalozzi trust,
4. The right to register children for legal exams,
5. Access to Delta's support forums on the internet,
6. A legal Delta report card,

7. The right to attend Delta events, they pay only for transport, Delta is responsible for the programme facilitator, meals and accommodation.

Parents participating at licensed learning centres for support services, enter into a contract with Delta to buy their children's study material from Delta annually at the tariffs given in the cost table below. If the monthly debit order facility is used, all amounts must please be paid by the 1 December which means that, the later the enrolment, the fewer and thus higher the instalments. Additional to the annual tariff, parents must also make provision for extra costs for practical and technical subjects. The grade 12 parents must take into account that the quoted price INCLUDES the final exam fees, which Delta has to pay to the ERCO and Umalusi.

## **12. Post and postal fees**

Centres are responsible to collect or have collected any and all packages and parcels, per appointment and at their own cost, from Delta's office. Packages will only be posted or couriered to centres after a quotation for service has been obtained and the centre has paid the quoted post or courier fees into Delta's bank account and after Delta has acknowledged receipt of the proof of payment.

## **13. Closing comment**

Do not be hasty to establish a learning centre. Thorough planning and preparation is necessary for success. It is by far the better option to enrol at Delta as individual families first, and then to grow, together with other homeschooling parents, towards a learning centre setup

## **14. Cancellation**

If a centre cancels, withdraws or ceases to operate as a centre, all Delta products or copies thereof must be immediately returned to Delta's offices. Any use of Delta's products, in any format whatsoever, after the relationship between the centre and Delta has been ended, is illegal and Delta reserves the right to take the necessary legal steps for such violations.

**His light still shines!**



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**APPLICATION FOR LICENSE TO BE A LEARNING CENTRE THAT RENTS DELTA PRODUCTS, SERVICES AND QUALIFICATIONS FOR 2011.**

Hereby I, ..... (full names and surname), legal owner of ..... (learning centre). I am applying for licensing as a learning centre that rents products and services from Delta Education CC. for 2011.

**I understand and agree that:**

1. A learning centres that is not registered as independent school, is not a school and can not be operated as a school,
2. A learning centre is an institution that supplies a bona fide service to families who want to teach their children at home, within the regulations of the National Schools Act (articles 3, 4 and 51),
3. Any deviation from the regulation and contract may lead to the suspension of my Delta rental agreement,
4. the learning centre and parents will automatically receive juridical protection from the Pestalozzi Trust, furthermore that the fees for the Pestalozzi Trust are already included in the rental fee that the learning centre pays to Delta and the package fee that the parents pay to Delta,
5. I will be held fully and solely accountable for any damages, financially or other, that Delta or parents may suffer, in the event that it can be proven that I or my learning centre, have been negligent with regard to any of the terms in this agreement,
6. Delta Education CC has the right to take legal action in the event of proven negligence or malicious actions or gossip that may damage the good name and image of Delta.
7. Parents may make alternative arrangements with Delta for the continuation of a learner's studies, in the event that the rental agreement between Delta and the learning centre is cancelled,
8. Every parent, after the completion of the Delta application form, enters into a contract with Delta Education CC and is responsible for the payment of the rental fee,
9. No subject changes will be processed unless the applicable payments have been received from the accountable person,
10. Learning centres rent the products and services from Delta Education CC, and Delta Education CC remains the legal and sole owner of the products and services rented by the learning centre,
11. Delta will only deliver its products and services after at least one third of the learning centre's rental fees and all the enrolment fees of the clients have been received into Delta's bank account, and proof of payment has been received and acknowledged by Delta,
12. In the event that a learning centre ceases to exist, withdraws from Delta, cancellation of the learning centre or if the learning centre decides to no longer make use of Delta's products and or services, all Delta's products and copies thereof must be immediately removed from the learning centre and must be returned to Delta immediately. Furthermore no Delta products, services or copies of Delta material may be used in future.
13. In the event that the learning centre enrolls a learner and provides the learner with Delta Learning material (original or copied versions), but the learner is not enrolled at Delta Education CC or no prior written arrangement has been made with Delta Education CC as to the reasons for the receipt of learning material or service, Delta will hold the owner(s) of the learning centre responsible for any loss of income that Delta may have suffered or will suffer and Delta has the right to immediately suspend the rental agreement and take further legal action against the owner(s) for theft and fraud,
14. The learning centre's owner(s), management and teachers will only visit the Delta offices as per appointment, and that such appointments will only be made and met during Delta's office hours,
15. The learning centre will control and examine all documents and learning material on receipt thereof and report any shortages or mistakes within 5 (five) days of receipt from courier or postal service. Refusal to inform Delta's offices of any faults or shortages within the given time period of 5 (five) days, the learning centre will be responsible for the financial obligations with regard to these shortages or mistakes from the learning centre's own funds,
16. The learning centre, at the expense of the learning centre, will organise a courier to pick up all materials from Delta's office as per an arranged appointment.
17. In the event that the learning centre does not organise a courier to fetch the materials from Delta's office, Delta will send the ordered material via registered post or courier to the learning centre and the learning centre will be invoiced and held accountable for the applicable costs,
18. A learning centre that decides to fetch the learning material in person. The learning centre will always send (2) two representatives, with power of attorney, to control and examine the contents in conjunction with a Delta staff member and furthermore sign for and receive the inspected order,
19. After the reception process mentioned in point 18 has been followed, Delta will not accept responsibility that the learning centre's order was incorrect nor incomplete. Furthermore all corrections and changes will be treated as a new order after full payment has been received.

**I agree:**

1. To know and adhere to the terms and conditions as stipulated in the document *DELTA'S LEARNING CENTRE POLICY FOR 2011*,
2. To pay the yearly rental fees (49c per A4 folio, single sided print) as stipulated and explained in the document "DELTA'S LEARNING CENTRE POLICY FOR 2011" and to attach proof of payment to this application form.  
Furthermore I agree not to use Delta's products without permission or to make copies of Delta's products without Delta's **written permission**,
3. To complete, fully and correctly, all application and indemnity forms, knowing that these are legal and binding documents,
4. To provide Delta with every newly enrolled learner's, correctly completed, learning centre application form, with certified proof of the learner's parents and/or guardians unique identity number, full contact details, full names and surname attached, before any learning material will be handed to the learner,
5. To supply Delta with and attach a copy of each learner's learning centre application and indemnity forms to their Delta Centre application form,
6. To ensure that parents who pay with instalments do so faithfully,
7. To **collect a proof of payment to Delta Education CC from parents each month**, to correctly file, to record this data on a spreadsheet and to provide Delta with the updated spreadsheets via Fax or e-mail,
8. To inform Delta in writing, within 5 (five) working days, of any learner's withdrawal from the learning centre,
9. To study and pay attention to all correspondence from Delta, the Department of Education or the ERCO,
10. To promptly provide the parents, of every learner, with all information and correspondence,
11. To contact Delta's office, in the event that the Delta office has not made contact with the learning centre first, every month on the 25<sup>th</sup> (or closest weekday thereof) in order to confirm payments, new enrolments and subject changes,
12. To attend (at own expense) the Delta Learning Centre meetings and the continuous learning centre training,
13. To deliver the agreed upon services that parents pay the learning centre for,
14. To ensure the integrity of examinations, by adhering to the rules and regulations as determined by Delta
15. To send, if requested, any and or all portfolios of learners to Delta's subject authors,
16. To encourage parents to take their children to the various Delta activities, like camps and extra-curricula classes,
17. To ensure that grade 12 (twelve) learners are well prepared and ready for their final exams, that proper revision of the year's work has been done and that old exam papers have been worked out till at least a week before the final exams,
18. Not to accept any transference of a learner from any other learning centre unless all outstanding accounts at the former learning centre have been settled.

I agree to obey and adhere to the abovementioned terms and conditions and also the terms as stipulated in the Delta application contract.

This learning centre acknowledges and agrees that **Delta will collect fees from each family** that Delta signed contract with, furthermore the learning centre and its owner(s) will not be responsible or accountable for any unsettled accounts from the families.

Authorised Signature of legal owner/member/trustee/shareholder: .....

Signature of Witness: .....

**Undersigning:**

At the undersigning of this application by the applicant and Delta Education CC's assignee, a binding contract has been formalised between the applicant and Delta Education CC and the application for the learning centre has been approved.

A certified copy of the Identification Document and or drivers licence card of each member of the learning centre must be attached to this signed contract.

I (full names and surname of assignee, learning centre) ....., hereby confirm, that I studied and understood the Learning Centre Policy 2011 and that I agree with the contents and undertake to adhere to and follow the terms and conditions as stipulated.

**Signature:** ..... **ID:** ..... **Date:** .....  
(Owner or assignee with power of attorney)

**Name of Learning Centre:** .....

**Physical address of Learning Centre:** .....

**Postal address of Learning Centre:** .....  
.....  
.....

Phone: ..... Fax: .....

Celular phone: ..... E-mail: .....

Closest next of kin not sharing the same address:

Full name and surname : ..... ID: .....

Relation : .....

Address: .....  
.....  
.....

Phone: ..... Fax: .....

Celular phone: ..... E-mail: .....

(Attached to this document is a certified copy of the Identification Document and or drivers licence card of the legal owner/member/trustee/shareholder)

Application approved:

Delta Education CC approves this application:

Assignee with power of attorney: .....

Witness: .....

Approved Learning Centre Licence Number : .....