

Teneo International School Terms and Conditions

By choosing to apply to enroll a Pupil in the Teneo International School, each Parent acting on behalf of a minor Pupil, and each Major Pupil (i.e. a Pupil who is 18 years of age or older), binds themselves to these terms and conditions (these "Terms") in favour of Teneo. If accepted by Teneo by enrolling the Pupil, these Terms will form part of the agreement between Teneo and the Parent, Pupil and, where relevant, the person responsible for payment (referred to in these Terms as the "PRFP").

Parents acting on behalf of a minor Pupil undertake to ensure compliance by the relevant Pupil with the parts of the Terms that apply to Pupils and, where that Parent is not the PRFP, undertake to ensure compliance with all relevant provisions of the Terms by that PRFP. Major Pupils undertake to ensure compliance by their Parents, to the extent relevant, with the parts of the Terms that apply to Parents and, where that Pupil is not the PRFP, undertake to ensure compliance with all relevant provisions of the Terms by that PRFP.

1. Definitions

1.1. "Teneo" means Teneo Education (Pty) Ltd, a private company registered in South Africa with registration number 2017/057323/07.

1.2. "Academic Irregularity" means any breach of or failure to comply with the requirements of Teneo's policies and procedures and/or, where relevant, the policies and procedures of any Examination Body or examination centre, pertaining to the preparation, writing, submission, marking or administration of academic work, including assessments and examinations.

1.3. "Applicable Data Protection Law" means the South African Protection of Personal Information Act, No. 4 of 2013 (POPIA), the United Kingdom General Data Protection Regulation and Data Protection Act 2018, the European Union General Data Protection Regulation, and any other data protection or privacy law that applies to the collection or processing of relevant personal information from time to time.

1.4. "Codes of Conduct" means the Code of Conduct for Pupils and the Code of Conduct for Parents or, as the context requires, either of them.

1.5. "Code of Conduct for Pupils" means the code of conduct for Pupils set out in clause 12.

1.6. "Code of Conduct for Parents" means the code of conduct for Parents set out in clause 14.

1.7. "Disciplinary Committee" means a disciplinary committee set up by Teneo in order to preside over and determine any dispute relating to any alleged breach of any Code of Conduct or other disciplinary matter.

1.8. "Educator" means any individual educator employed or engaged by Teneo.

1.9. "Examination Body" means Pearson Edexcel, Cambridge International Education, and/or any other organisation or awarding body designated by Teneo from time to time which administers assessments or examinations under a curriculum or qualification pathway offered by Teneo at the applicable time. The inclusion of an organisation in this definition does not mean that its qualifications or examination pathways are available to every Pupil or at all times.

1.10. "External Qualification Assessment" means any examination, practical, oral, coursework, non-examination assessment or other assessed component prescribed, administered, moderated, marked or required by an Examination Body and which contributes to a formal International GCSE, AS Level, A Level or other external qualification.

1.11. "Internal Assessment" means any test, assignment, project, practical, oral, mock examination, internal examination or other assessment set or administered by Teneo for teaching, progress monitoring, reporting, promotion or academic support purposes, and which does not constitute an External Qualification Assessment unless Teneo expressly states otherwise in writing.

1.12. "International School Product" means Teneo's international online school offering delivered from South Africa and based on the British international curriculum from Year 7 through to A Levels, as updated by Teneo from time to time.

1.13. "Key Stage 3" or "KS3" means Years 7 to 9; "Key Stage 4" or "KS4" means Years 10 and 11; and "Key Stage 5" or "KS5" means Years 12 and 13, or such equivalent year groupings as Teneo may designate from time to time.

1.14. "Major Pupil" means a Pupil who is 18 years of age or older, or who otherwise has full legal capacity under the law applicable to that Pupil.

1.15. "Marketplace" means Teneo's online marketplace platform, if and when made available to a Pupil, on which Marketplace Service Providers may advertise and solicit for business in connection with extra-curricular and extramural activities, goods and services, including tutoring.

1.16. "Marketplace Service Provider" means a person or entity that has contracted with Teneo to be allowed to advertise or solicit business on Marketplace.

1.17. "Onboarded" means, with respect to a Pupil, that the process by which a Pupil is registered with Teneo and loaded onto the Teneo learning management system has been completed.

1.18. "Parent" means each of a Pupil's parents and/or legal guardians.

1.19. "PRFP" means the person whose details are, upon application for enrolment, entered online as the person responsible for payment. Where the Parent is not the PRFP, the Parent will remain liable for the payment of any amounts that the PRFP fails to pay in accordance with these Terms.

1.20. "Private Candidate Examination Pathway" means the route through which a Pupil enters for an External Qualification Assessment directly with, or through, an approved private candidate examination centre or other approved third-party venue[, and not through Teneo as the examination centre].

1.21. "Restricted Country" means a country or jurisdiction from which Teneo may accept enrolments on a limited basis, subject to additional conditions, as determined by Teneo from time to time.

1.22. "School Year" means the academic year published by Teneo from time to time, ordinarily consisting of three terms, and falling during each 12 month period ending on 31 August.

1.23. "Supported Country" means a country or jurisdiction which Teneo has designated from time to time as supported for the International School Product.

1.24. "Unsupported Country" means each country or jurisdiction which is not a Supported Country or Restricted Country and in which Teneo accordingly does not offer the International School Product, whether because of legal, operational, examination, sanctions, payment, regulatory or other risk.

1.25. "Pupil" means any pupil who has been Onboarded with Teneo.

2. Teneo International School

2.1. Teneo is a company based in South Africa operating an international online school in the education sector. The International School Product may include KS3, International GCSE, AS Level and A Level courses, and other international courses or qualifications determined by Teneo from time to time.

2.2. The curriculum, subjects, year groups, teaching timetable, School Year, academic calendar, Examination Body and qualification pathways offered may vary from time to time and may differ between Pupils, subjects, countries and School Years.

2.3. The International School Product is offered in a single online school format. Pupils cannot transfer to another Teneo format or product, although Teneo may alter the features, timetable, delivery methods, technology or academic structure of the International School Product in accordance with these Terms.

3. International status and local compliance

3.1. The International School Product is an international online education service delivered by Teneo from South Africa. Unless Teneo expressly states otherwise in writing, the International School Product is not represented as a locally registered, licensed or accredited school in any country in which Pupils may reside.

3.2. Parents and Pupils are responsible for determining whether enrolment in the International School Product is lawful, recognised and suitable in the Pupil's country or jurisdiction, including for purposes of compulsory education, homeschooling, school registration, local progression, school transfer, university entry or any other local requirement, except to the extent that applicable law places a non-excludable responsibility on Teneo.

3.3. Teneo does not warrant or guarantee that enrolment in the International School Product satisfies the schooling laws, homeschooling laws, compulsory education laws, local registration requirements or recognition requirements of every jurisdiction. Parents' and Pupils' attention is also drawn to clause [].

3.4. Teneo may classify countries or jurisdictions as Supported Countries, Restricted Countries or Unsupported Countries, and may amend that classification from time to time in its discretion.

3.5. Teneo may refuse, suspend or terminate enrolment where a Pupil resides in, relocates to, or is otherwise connected with an Unsupported Country, or where Teneo determines that the legal, regulatory, sanctions, payment, examination, safeguarding or operational risks are not or are no longer acceptable.

3.6. Where Teneo accepts an enrolment from a Restricted Country, such acceptance does not constitute a representation that active marketing, local legality, compulsory-education compliance or local recognition of the International School Product has been confirmed by Teneo for that country.

3.7. Parents and Major Pupils must notify Teneo at least one calendar month before a Pupil relocates to another country or jurisdiction. Continued access may be made subject to additional conditions or may be refused, suspended or terminated on [1 (one)] months' notice under this clause.

4. Application and enrolment

4.1. Application for enrolment of a minor Pupil at Teneo may only be made by their Parent, acting on their behalf. A Major Pupil may enroll themselves. No other person may act on behalf of a Pupil seeking enrolment. Should any Pupil be unable to comply with these requirements for any reason, this must be declared to Teneo in writing together with their application, and Teneo reserves the right to consider each such case in its discretion.

4.2. The making of an application does not guarantee enrolment or, in the case of a Pupil who is or has previously been enrolled, re-enrolment. Teneo retains the sole discretion to refuse any application, subject to applicable law, without reasons being given. In particular, but without limitation, where a Parent, PRFP or Pupil has in the past breached or has indicated an intention or propensity to breach any Code of Conduct or Teneo policy in force from time to time, an application for enrolment or re-enrolment may be declined.

4.3. All information provided during application, enrolment and re-enrolment must be complete, accurate and not misleading. The Parent and Major Pupil must promptly notify Teneo of any material change, including changes to contact details, guardianship, country of residence, educational history, health or support needs which affect schooling, and payment information.

4.4. Enrolment becomes effective only when Teneo accepts the application, receives all amounts then due, and Onboards the Pupil. Teneo may make enrolment conditional on placement, language, subject-selection, technology or other requirements reasonably determined by Teneo.

5. Fees and payment

5.1. An annual registration fee is payable per Pupil on initial enrolment and on re-enrolment for each School Year, together with the first tuition fee payment required under clause 5.3. The annual registration fee is not prorated and is non-refundable, except where mandatory law requires otherwise.

5.2. All fees and payments for the International School Product are quoted and payable in Pounds Sterling (GBP), without deduction or set off. Any conversion performed by a bank, card issuer or payment provider does not change the GBP amount due and any foreign exchange difference, bank charge or conversion fee is for the account of the PRFP.

5.3. Tuition fees are payable in advance in the amounts quoted by Teneo from time to time for the relevant year group, subjects and School Year. Subject to Teneo's published payment schedule, the PRFP may pay on an:

5.3.1. annual basis - one payment, payable on enrolment or re-enrolment;

5.3.2. termly basis - three instalments, one per term, each payable before the first day of the applicable term; or

5.3.3. 10-monthly basis - ten instalments, with the first instalment payable on enrolment or re-enrolment and each subsequent instalment payable monthly in advance in accordance with Teneo's published payment schedule.

5.4. Payment must be made through the secure payment link, online payment system or other approved payment method nominated by Teneo. Payment processing may be provided by a third-party payment provider and may be subject to that provider's terms and privacy practices. Teneo does not store complete card details entered directly into a third-party payment gateway.

5.5. Where a Pupil enrolls after the start of a School Year, tuition for the remainder of that School Year will be prorated by month or part of a month, using a monthly rate equal to the applicable annual tuition fee divided by ten. The full monthly rate is payable for the month in which the Pupil is Onboarded, irrespective of the date in that month on which Onboarding is completed, and must be paid in advance. Teneo will apply the prorated amount to the selected annual, termly or 10-monthly payment option, as selected by the PRFP.

5.6. A 5% sibling discount will apply to tuition fees in respect of the second and each subsequent sibling concurrently enrolled with Teneo. Sibling discounts are not cumulative. The discount applies to tuition fees only and does not apply to the annual registration fee, textbooks, equipment, Marketplace purchases, examination fees, examination-centre fees or any other third-party cost. Teneo may reallocate the discount between siblings if the order or status of enrolments changes.

5.7. Other discounts may be offered from time to time for promotional or other reasons, may apply only to certain categories of Pupils or applicants, and may be time-limited. Teneo is not obliged to offer any such discount in respect of all Pupils or applicants, nor to repeat any such offer after it expires.

5.8. Discounts are applied per Pupil to the net tuition fee for that Pupil.

Where multiple discounts apply to a single Pupil, each subsequent discount is calculated on the net tuition fee after application of the preceding discount, unless Teneo states otherwise in writing.

5.9. If an instalment plan is chosen, Teneo may invoice the PRFP for the applicable amounts. A failure to provide an invoice does not excuse the PRFP from the obligation to make payment when due.

5.10. All payments must reflect the correct payment reference. Failure to use the correct reference may result in the payment not being allocated to the correct account and the payment may be treated as not having been made until it is identified and allocated.

5.11. If any amount is not paid on or before the due date, Teneo may, to the extent permitted by law, charge interest at the prescribed or maximum lawful rate, together with reasonable late payment, reinstatement and collection costs. For so long as any fees are overdue, Teneo may suspend the relevant Pupil's and/or Parent/PRFP's access to the learning management system and related services. Readmission is at Teneo's discretion and will not be allowed unless all amounts then outstanding have been paid or an arrangement acceptable to Teneo has been made.

5.12. Without limiting any other right Teneo may have, Teneo may withhold access to Internal Assessments, reports, transcripts, references, examination guidance, examination support documents, progression decisions, re-enrolment processing and any other academic or administrative documentation while any amount owing to Teneo remains unpaid.

5.13. Late payment, repeated failed payments, payment reversals, chargebacks or failed collections will constitute a material breach entitling Teneo to suspend or terminate the relevant agreement.

5.14. All fees and costs charged by an Examination Body, private candidate examination centre or other third-party venue are separate from Teneo's fees and must be paid by the Parent, PRFP or Pupil directly to the relevant third party as required. Teneo does not collect those amounts or accept responsibility for their calculation, payment or refund.

5.15. The costs of any necessary textbooks, computer equipment, software, internet connectivity, backup power systems, peripherals, stationery and examination-related technology are for the sole account of the PRFP.

5.16. The PRFP is responsible for any banking or processing fees incurred as a result of a payment failing, being reversed, being disputed or being made across borders, to the extent permitted by law.

5.17. Teneo may appropriate any payment received on a Pupil's account to any outstanding fee, cost or other amount owing in respect of that Pupil and/or any sibling of the Pupil, and Teneo's appropriation will override any appropriation made by the payor or PRFP, subject to applicable law.

5.18. Should any refund become payable under these Terms, the refund will in the first instance be provided by way of a credit against future fees under the applicable account. If a Pupil ceases to be enrolled, any remaining credit balance may be claimed after final reconciliation of the account. Refunds will ordinarily be made in GBP through the original payment method, and may be reduced by non-refundable third-party processing costs or affected by exchange-rate movements, to the extent permitted by law. Any mandatory statutory refund right and time period takes precedence over this clause.

6. School format and promotional offers

6.1. The International School Product is offered in one school format only. This does not prevent Teneo from changing the features or delivery methods of the International School Product in accordance with clause 7.

7. Changes to Teneo's offerings, policies and Terms

7.1. Teneo reserves the right to change its offerings, including the curriculum, year groups, subjects, subject combinations, qualification pathways, Examination Bodies, timetables, technology, delivery methods and pricing from one School Year to the next. Teneo does not guarantee that any particular offering previously made available will continue to be available or available in the same form.

7.2. Teneo may restrict, suspend, withdraw or discontinue a subject, subject combination, year group, qualification pathway or service where Teneo considers this reasonably necessary because of insufficient enrolment, educator or staffing availability, examination-centre availability, changes imposed by an Examination Body, legal or regulatory requirements, safeguarding concerns, technology constraints, operational risk or commercial viability.

7.3. Where Teneo discontinues a subject or service during a School Year, it will, where reasonably practicable, give advance notice and offer either a suitable alternative or a proportionate credit or refund for the undelivered portion of the affected tuition fee. Teneo will not be liable for any further loss arising from such discontinuation, except to the extent liability cannot lawfully be excluded.

7.4. Teneo has policies regulating the conduct of Pupils, Parents and Educators and diverse aspects of the educational environment. These policies may change from time to time, with updated policies being made available electronically. Pupils, Parents and PRFPs are required to keep themselves informed of and comply with the policies in force from time to time.

7.5. Teneo may amend these Terms from time to time. Changes required by law, security, examination rules or operational necessity may take effect when published. Where reasonably practicable, Teneo will give advance notice of a material change affecting fees, termination rights or the scope of services during a current School Year. No amendment will remove a mandatory right that cannot lawfully be excluded.

7.6. Fees for a future School Year may be amended at Teneo's discretion. Fees for a current School Year will not ordinarily be increased during that School Year, except for a change required by law, tax, an Examination Body, a third-party provider, an obvious pricing error, or a change requested or accepted by the relevant Parent, PRFP or Pupil.

8. Minimum computer equipment and connection requirements

8.1. Teneo will publish from time to time the minimum specifications for computer equipment, operating systems, software, browsers, internet connectivity, cameras, microphones, peripherals, backup electrical supply and any other requirements for lesson attendance, Internal Assessments, monitoring and proctoring.

8.2. All Pupils must have continuous access to equipment, software and connectivity that meet those minimum specifications. Teneo has no liability for any interruption, missed lesson, missed assessment, loss of work or other consequence caused by a failure to meet those requirements, inadequate connectivity, equipment failure or lack of backup power, except to the extent caused by Teneo's own breach and where liability cannot lawfully be excluded.

9. Privacy, recordings and data protection

9.0. General notice by use of websites and forms. By submitting any form, downloading any document, using a fee calculator, or completing any registration or enrolment process on Teneo's websites or portals, the user, and where applicable the Parent on behalf of the Pupil, acknowledges these Terms to the extent applicable to that interaction and acknowledges that Teneo will collect and process personal information as described in this clause. Where Teneo asks for consent for a particular purpose, the user gives that consent by the affirmative action specified at the relevant touchpoint. Processing that is necessary to respond to an enquiry, take steps towards enrolment, perform the agreement, comply with law, protect vital interests or pursue legitimate interests does not depend solely on consent. Direct marketing will be sent only where consent has been obtained or where otherwise permitted by applicable law, and may be stopped at any time by using the unsubscribe method provided or by emailing help@teneoeducation.com.

9.1. Responsible party and controller. Teneo Education (Pty) Ltd is the responsible party or controller of personal information processed for the purposes described in these Terms. Teneo may be contacted at help@teneoeducation.com. Where applicable law requires Teneo to appoint a representative in the United Kingdom or European Economic Area, the representative's details will be published on Teneo's website and may be obtained using the same email address.

9.2. Categories of personal information. Teneo may process personal information relating to prospective and current Pupils, Parents, PRFPs and website users, including:

- (a) identity, age, date of birth, nationality, language, contact and address information;
- (b) Parent, guardian, family, emergency contact, custody and guardianship information;
- (c) application, enrolment, attendance, timetable, subject, academic, assessment, progression, conduct and disciplinary information of the Pupil;
- (d) learning-support, disability, health, medical, mental-health, safeguarding and accommodation information where relevant;
- (e) payment, invoicing, transaction, fraud-prevention and creditworthiness information, excluding complete card details entered directly into a third-party payment gateway;
- (f) lesson recordings, video, audio, images, chat messages, submitted work, communications and support interactions;
- (g) platform, device, browser, network, login, usage, security, monitoring and technical information;

(h) marketing preferences, enquiry history and engagement with communications; and

(i) any other information voluntarily provided or reasonably required for the purposes described in this clause.

9.3. Sources. Teneo may collect personal information directly from a Pupil, Parent, PRFP or website user, and from schools, referees, service providers, payment providers, Examination Bodies, examination centres, public authorities, public sources and other persons authorised or reasonably expected to provide the information.

9.4. Purposes and lawful grounds. Teneo may process personal information in order to:

(a) respond to enquiries, provide information, assess applications and take steps before enrolment;

(b) conclude, administer and perform the agreement (including these Terms), deliver lessons, provide platform access, support learning, assess progress, issue reports and communicate with Parents, PRFPs and Pupils;

(c) manage attendance, conduct, academic integrity, safeguarding, learner welfare, support needs, accommodations, complaints and disciplinary processes;

(d) process payments, manage accounts, prevent fraud, recover amounts owing and comply with financial, tax and accounting obligations;

(e) operate, secure, monitor, troubleshoot and improve websites, learning platforms, communications systems and educational services;

(f) conduct quality assurance, staff training, academic development, educational research, service analytics and product development, using de-identified or aggregated information where reasonably practicable;

(g) communicate about current and future programmes, courses, events, promotions, updates and other relevant educational offerings where consent has been obtained or the communication is otherwise permitted by law;

(h) establish, exercise or defend legal claims, comply with legal and regulatory requirements, cooperate with authorities and protect the rights, safety and property of Teneo and others; and

(i) carry out any compatible or related purpose permitted by applicable law.

9.5. Grounds for processing: Depending on the circumstances and applicable law, Teneo relies on one or more of the following grounds: consent; steps taken at the request of a person before entering into a contract; performance of a contract; compliance with a legal obligation; protection of vital interests; Teneo's or a third party's legitimate interests; and any other ground available under applicable law. Teneo's legitimate interests include operating and improving an online school, maintaining academic standards and integrity, protecting Pupils and systems, preventing fraud, communicating with existing and prospective customers, and managing legal and commercial risk. Where special-category information or information concerning a child is processed, Teneo will also rely on an applicable additional condition, including competent-person or explicit consent where required, substantial public interest, safeguarding, vital interests, legal claims, or another condition permitted by law.

9.6. Required information. Certain personal information is required in order for Teneo to consider an application, enroll and support a Pupil, process payment, meet safeguarding obligations or provide the International School Product. Failure to provide or keep such information accurate may result in an application being refused, services or accommodations being limited, access being suspended or enrolment being terminated.

9.7. Lesson recordings and classroom participation. Parents and Pupils are informed and acknowledge that:

- a) Teneo intends to record live lessons so that recordings can be used for educational delivery, revision, catch-up learning, quality assurance, safeguarding, academic development and staff training, although Teneo does not guarantee that a recording of every lesson will be available;
- (b) recordings may include an Educator's presentation, Pupil video or audio, names, profile images, submitted material, screen content and classroom chat, and Pupils may therefore be identifiable;
- (c) Pupils may be required to keep their cameras switched on and remain visible to the Educator in order to facilitate teaching, engagement, safeguarding and assessment integrity. A Parent or Pupil who seeks an exception must submit the applicable request and supporting information for Teneo to consider case by case;
- (d) recordings may be stored or accessed in South Africa or another country and may therefore involve international transfers of personal information;
- (e) recordings may be made available through authenticated Teneo platforms to authorised current and future Pupils, Educators, staff members and service providers for the purposes described above, including so that a Pupil joining after the start of a School Year can access earlier lessons;
- (f) recordings or extracts will only be used for external marketing or promotional purposes where Teneo has obtained separate express consent from the relevant Parent or Major Pupil and any further consent required by applicable law; and
- (g) the recording and use of lessons for core educational, safeguarding, quality and training purposes is integral to the International School Product. Teneo may rely on contract, legitimate interests and other lawful grounds for those core uses. Withdrawal of marketing consent does not affect the core uses, and withdrawal of any consent has prospective effect only and does not affect processing already lawfully carried out or processing supported by another lawful ground.

9.8. Monitoring and automated tools. Teneo may monitor use of its learning management system, communication channels and related platforms to the extent reasonably necessary to maintain platform security, enforce these Terms and Teneo's policies, support safeguarding and online safety, investigate Academic Irregularities, prevent fraud and comply with applicable law. Teneo may use analytics, artificial intelligence, chatbots and other automated tools to assist with teaching, support, administration, communications, risk detection and decision-making. Teneo will not make a decision based solely on automated processing that produces legal or similarly significant effects unless permitted by applicable law and provided that appropriate safeguards, including any required opportunity for human intervention, have been provided.

9.9. Sharing. Teneo may share personal information, to the extent reasonably necessary and lawful, with:

- (a) Educators, employees, contractors and group or affiliated companies;
- (b) providers of learning management, video-conferencing, cloud hosting, customer relationship management, communication, analytics, security, proctoring, payment, accounting and professional services;
- (c) an Examination Body or examination centre where the Parent or Pupil requests or authorises the sharing, or where sharing is otherwise required or permitted by law, without this making Teneo responsible for examination registration or administration;
- (d) schools, universities or other educational institutions at the request of the Parent or Pupil or where otherwise lawfully required;
- (e) regulators, courts, law-enforcement bodies, safeguarding authorities and other public authorities where required or permitted by law;
- (f) professional advisers, insurers, auditors, debt collectors and persons involved in a corporate transaction; and
- (g) any other recipient notified to the relevant person or authorised by them.

9.10. Teneo does not sell personal information. Service providers processing information on Teneo's behalf are required, where applicable, to act on documented instructions, protect the information and use it only for authorised purposes.

9.11. International transfers. Teneo is based in South Africa and uses technology and service providers that may process personal information in South Africa, the United Kingdom, the European Economic Area, the United States and other countries. Where Applicable Data Protection Law restricts an international transfer, Teneo will use a lawful transfer mechanism or safeguard where required, which may include an adequacy decision, standard contractual clauses, a United Kingdom international data transfer agreement or addendum, binding contractual protections, consent where legally valid, or another permitted mechanism.

9.12. Retention. Teneo will retain personal information only for as long as reasonably necessary for the purpose for which it was collected or another lawful purpose. In setting retention periods, Teneo may consider the duration of the enquiry or enrolment relationship, the nature and sensitivity of the information, educational and safeguarding recordkeeping needs, Examination Body requirements, tax and accounting duties, security and fraud-prevention needs, limitation periods, potential disputes and legal or regulatory requirements. Enquiry and marketing information may be retained while a relationship remains active and for a reasonable period thereafter; Pupil, academic, safeguarding and disciplinary records may be retained after enrolment where needed for educational records, certification, references, safeguarding, complaints or legal claims; recordings may be retained while they remain useful for authorised educational, quality, safeguarding or training purposes and will be subject to periodic review; and financial records will be retained for applicable accounting and tax periods. Teneo may retain suppression records to honour marketing opt-outs and may retain anonymised information indefinitely.

9.13. Security and incidents. Teneo will use appropriate and reasonable technical and organisational measures designed to protect personal information against accidental or unlawful loss, destruction, alteration, unauthorised disclosure or access. No system is completely secure. Where a personal information breach occurs, Teneo will investigate and notify affected persons and regulators where required by applicable law.

9.14. Rights. Subject to applicable law and any lawful limitation, a person may have the right to request access to, correction of or deletion of personal information; restrict or object to processing; receive portable information; withdraw consent; object to direct marketing; and request human intervention in relation to a qualifying automated decision. Requests may be submitted to help@teneoeducation.com. Teneo may verify identity and authority before acting and, in the case of a minor Pupil, may require the request to be made or authorised by a Parent. A person may also complain to the Information Regulator of South Africa, the United Kingdom Information Commissioner, an applicable European supervisory authority or another competent regulator.

9.15. Accuracy and disclosure. Parents and Major Pupils must ensure that personal information provided to Teneo is accurate and up to date and must promptly disclose information reasonably required regarding educational history, learning-support needs, medical conditions, mental health, behavioural concerns, safeguarding concerns, guardianship arrangements and any court order relevant to the Pupil's schooling. Teneo may not be able to provide appropriate support or comply with its obligations where material information is withheld or inaccurate.

9.16. Cookies and similar technologies. Teneo may use cookies and similar technologies on its websites and portals for essential operation, security, preferences, analytics and marketing. Where applicable law requires consent for a non-essential technology, Teneo will seek that consent through the relevant cookie or preference tool. Users may adjust available settings, although disabling essential technologies may prevent parts of a service from functioning.

9.17. Updates to this clause. Teneo may update this privacy and data protection clause as its services, technology or legal obligations evolve. Material changes will, where reasonably practicable, be notified through the website, portal or email. Continued use after the effective date of an update constitutes acknowledgement of the updated notice, but does not create consent where applicable law requires a separate affirmative action.

10. Rewards Programmes

10.1. Teneo may institute programmes which offer rewards to Pupils and/or Parents or PRFPs from time to time. Each rewards programme will be subject to rules published by Teneo, and any programme or its rules may be amended, substituted or discontinued in Teneo's discretion, provided that reasonable efforts will be made to communicate material changes ahead of time.

10.2. Only Pupils who are actively enrolled at Teneo and their Parents or PRFPs are eligible to participate. Where a reward earned in one term is claimable in a later term, it may only be claimed if the Pupil remains enrolled for the whole of that later term. If a Pupil ceases to be enrolled, accrued points and unclaimed rewards will be forfeited unless Teneo determines otherwise.

10.3. Teneo may suspend or terminate participation and forfeit accrued or unpaid rewards where an account is in arrears, access is suspended, these Terms or programme rules are breached, or the Pupil is subject to disciplinary action.

10.4. Rewards are not transferable and may only be claimed in the form and manner provided in the applicable rules. All rewards are subject to verification and Teneo's decision regarding their award, withholding, cancellation or forfeiture is final, subject to applicable law.

11. Cancellation and termination

11.1. Mandatory cooling-off rights. Nothing in these Terms limits a cancellation or withdrawal right that applies under mandatory consumer law. Where a Parent or Major Pupil has a statutory right to cancel a distance contract, they may cancel within the applicable period, which will ordinarily be 14 days from the date on which the agreement is concluded, without giving a reason, by emailing help@teneoeducation.com.

11.2. If the Parent or Major Pupil asks Teneo through the enrolment process to begin providing services or digital access during a statutory cancellation period, Teneo may begin doing so. If the agreement is then cancelled during that period, the Parent or PRFP must pay a proportionate amount for services supplied before cancellation where applicable law permits. Any acknowledgement required for immediate digital content or loss of a cancellation right will be obtained separately through the enrolment process where required.

11.3. A refund due under a mandatory cooling-off right will be made within the period and by the payment method required by applicable law. The non-refundable status of the registration fee and the ordinary refund process in these Terms are subject to any such mandatory right.

11.4. Outside any mandatory cooling-off period, a Parent or Pupil may terminate enrolment by submitting Teneo's Termination of Enrolment form. If the form is submitted by the cut-off date within a calendar month (which varies from month to month, please request confirmation), termination will take effect at the end of the month specified in the form. If the form is submitted after the applicable cut-off date, the earliest termination date is the end of the following calendar month. Payment must be made in full until the effective termination date.

11.5. Where payment has been made for a period after the effective termination date, the tuition component for each complete unused fee month will be calculated using the applicable annual tuition fee divided by ten and credited or refunded, after deduction of any discount reversal, outstanding amount, non-refundable registration fee and reasonable administration or third-party costs, to the extent permitted by law. The month in which termination takes effect is charged in full.

11.6. Teneo may suspend or terminate the agreement in respect of a Pupil on written notice if:

- (a) any fee owing to Teneo is overdue;
- (b) the Pupil appears before a Disciplinary Committee and the Disciplinary Committee determines that the Pupil should be expelled;

(c) a Parent, PRFP or Pupil commits any other material breach of these Terms or of a Teneo policy and, where the breach is capable of remedy, fails to remedy it within a reasonable period stated by Teneo;

(d) continued enrolment presents an unacceptable safeguarding, legal, sanctions, examination, payment, fraud, technology or operational risk;

(e) clause 3.5 applies; or

(f) Teneo gives not less than one full term's written notice, which Teneo may give in its discretion subject to applicable law.

11.7. If Teneo terminates without breach by the Parent, PRFP or Pupil, Teneo will provide a proportionate credit or refund of prepaid tuition for complete unused fee months after the effective termination date. If termination results from breach, risk, fraud, sanctions or misconduct, any refund remains subject to Teneo's rights of set-off and to applicable law.

11.8. Termination does not affect any right or obligation that accrued before termination. Any amount owing by a Parent, PRFP or Pupil remains due and payable until fully paid and may be deducted from any refund or charged to an authorised payment method to the extent permitted by law.

12. Code of Conduct for Pupils

The following is the basic Code of Conduct for Pupils, which may be expanded upon in individual policies, procedures or rules in place from time to time. Compliance by Pupils with all prevailing Teneo policies, procedures and rules is required at all times.

12.1. All Pupils should always act with integrity and courtesy.

12.2. All Pupils should demonstrate honest and ethical behaviour.

12.3. All Pupils should strive for academic excellence and take pride in their work.

12.4. All Pupils should respect the Teneo environment, Teneo staff members, other Pupils and Parents.

12.5. All Pupils must comply with all Teneo policies in force from time to time, including the Social Media and Online Community Policy, Academic Integrity Policy and Unauthorised Access to Online Platforms Policy set out in these Terms.

12.6. Pupils may not bring Teneo into disrepute.

12.7. Pupils may not, in the context of Teneo, its Pupils, Parents, Educators, employees or school environment, discriminate against any person on the basis of race, gender, gender identity, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language, nationality or birth.

12.8. Pupils may not engage in disruptive, abusive or age-inappropriate behaviour or use profane, threatening or inappropriate language in the context of Teneo.

12.9. Pupils must attend, participate and complete schoolwork in accordance with Teneo's attendance, engagement and academic policies in force from time to time.

13. Social Media and Online Community Policy

The following is Teneo's basic Social Media and Online Community Policy, which may be expanded upon in individual policies, procedures or rules in place from time to time.

13.1. No Pupil or Parent may, in the context of Teneo, its Pupils, Parents, Educators, employees or school environment, post content or make a statement or comment on any social media or other platform that:

- (a) discriminates against or disparages any person on a prohibited ground;
- (b) constitutes or may constitute cyber-bullying, harassment, intimidation or abuse;
- (c) contains personal information of another person which may identify them or lead to them being identified, without lawful authority;
- (d) constitutes or may constitute hate speech, unlawful content, defamation or a threat;
- (e) is in a language other than English and cannot reasonably be translated by a commonly available online translator;
- (f) contains advertising, solicitations or links to a site or group not affiliated with Teneo, unless authorised by Teneo; or
- (g) infringes intellectual property, confidentiality or any right of Teneo or another person.

13.2. Teneo may remove content posted on systems or platforms over which it has administrator rights where the content breaches a Code of Conduct, these Terms or a Teneo policy, is factually erroneous, potentially defamatory or hurtful, creates a safeguarding or security risk, or is unrelated to schooling, education or the school experience.

13.3. Teneo may suspend or block access to any platform it controls where a person does not comply with these Terms. Teneo is not responsible for information, content, comments, messages, clips or images on any group or platform not controlled by Teneo or not posted by Teneo.

13.4. Lessons or other interactions taking place on Teneo's platforms or under Teneo's auspices may not be recorded, republished or distributed by or on behalf of a Pupil or Parent in any format, whether in whole or in part.

14. Code of Conduct for Parents and Parent responsibilities

The following is Teneo's basic Code of Conduct for Parents, which may be expanded upon in individual policies, procedures or rules in place from time to time. Compliance by Parents with all relevant prevailing Teneo policies and procedures is required at all times.

14.1. As Pupils remain at home or another location selected by the Parent, they are never under the physical supervision of Teneo or its employees. Teneo is accordingly never in loco parentis with respect to any Pupil. Parents remain responsible at all times for the Pupil's home learning environment, physical supervision outside live lessons, compliance with local legal requirements, provision and maintenance of suitable technology and connectivity, and the guidance, assistance, management and support required for effective participation in online schooling.

14.2. Parents must ensure that the Pupil has a safe, quiet and appropriate environment from which to attend lessons and complete schoolwork and has access to the devices, internet connectivity, peripherals and any examination-related technology required by Teneo, an Examination Body or an examination centre from time to time.

14.3. Parents must promptly disclose and keep updated all information reasonably required by Teneo regarding the Pupil's educational history, learning-support needs, medical conditions, mental health, behavioural concerns, safeguarding concerns, guardianship arrangements and any court order relevant to the Pupil's schooling. Failure to disclose material information may result in refusal of enrolment, refusal or limitation of accommodations, suspension of access or support or termination.

14.4. All Parents should act with integrity and courtesy, demonstrate honest and ethical behaviour, and respect the Teneo environment, staff members, Pupils and other Parents. A Parent may not swear at, insult, harass, abuse or threaten a Teneo staff member, Pupil or other Parent.

14.5. All Parents must comply with and respect Teneo's policies in force from time to time and may not defame Teneo, or bring or seek to bring Teneo into disrepute.

14.6. A Parent may not discriminate against any person in the Teneo environment on the basis of race, gender, gender identity, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language, nationality or birth.

14.7. Parents acknowledge that where Teneo becomes aware of a threat, neglect, abuse or safeguarding concern involving a Pupil, Teneo may deal with it in accordance with its policies and applicable law, which may include notifying a Parent, emergency contact, public authority, safeguarding authority or law-enforcement body.

14.8. Parents are responsible for all external examination arrangements and obligations described in clause 16 and must not represent to any Examination Body, examination centre, school, university or other person that Teneo is acting as the Pupil's examination centre or examination-entry agent.

15. Academic Integrity Policy

The following is Teneo's basic Academic Integrity Policy, which may be expanded upon in individual policies, procedures and rules in place from time to time.

15.1. Pupils must comply with all rules applicable to Internal Assessments and with all rules of any Examination Body or examination centre applicable to an External Qualification Assessment. Pupils may not communicate with another person during a timed assessment except as expressly permitted.

15.2. Pupils may not plagiarise the work of any third party. Plagiarism is academic dishonesty whereby a Pupil intentionally takes, passes off or uses the work, thoughts or ideas of another as their own without proper acknowledgement, whether used verbatim, adapted or paraphrased.

15.3. Pupils may not cheat or assist another person to cheat. Cheating includes any intentional act intended to gain an unfair advantage, including unauthorised collaboration, impersonation, use of prohibited materials, unauthorised use of artificial intelligence, or interference with assessment systems. Teneo issues rules with regard to Internal Assessments designed to prevent cheating or attempted cheating, which must be followed strictly.

15.4. Pupils may not participate in academic misrepresentation, including intentional fabrication or false presentation of data, quotations, sources, authorship or other information in the context of their schooling.

16. Internal Assessments and external examinations

16.1. Teneo will issue rules and policies regarding Internal Assessments from time to time in order to support learning and protect assessment integrity. These may distinguish between timed and untimed assessments and may regulate deadlines, resubmissions, proctoring, accommodations, interrupted connectivity, use of resources and use of artificial intelligence.

16.2. Teneo administers Internal Assessments at all stages of the International School Product. These may include tests, assignments, projects, practical tasks, oral tasks, mid-year examinations, year-end examinations and mock examinations. Internal Assessments are used for teaching, reporting, progression and academic support.

16.3. Unless Teneo expressly states otherwise in writing, an Internal Assessment does not contribute to an external qualification or replace an External Qualification Assessment. In particular:

16.3.1 At KS3, final year-end examinations are Internal Assessments administered by Teneo. They are not administered by an external Examination Body and do not result in an external qualification.

16.3.2 At KS4 and KS5, Teneo may administer Internal Assessments such as internal tests, mid-year examinations, year-end examinations and mock examinations. Those Internal Assessments are for progress, reporting and examination preparation and do not count towards an external qualification unless Teneo expressly states otherwise in writing.

16.4. Every External Qualification Assessment for a KS4 or KS5 qualification must be accessed through a Private Candidate Examination Pathway and is not facilitated by Teneo as the school. This includes all written examinations, practical assessments, oral assessments, coursework, non-examination assessments, centre- assessed components, access arrangements, identity checks, results services, reviews, appeals and any other component prescribed by an Examination Body.

16.5. The Parent and Pupil are solely responsible for identifying, selecting and securing an appropriate Private Candidate Examination Pathway, including a suitable approved private candidate examination centre or venue; confirming that the relevant Examination Body, qualification, subjects, components and examination series are available; completing registration; meeting all deadlines; paying all fees; arranging travel and attendance; providing identification; complying with venue and Examination Body rules; arranging access requirements or accommodations; and dealing with results, certificates, reviews and appeals.

16.6. Teneo may provide general academic or procedural guidance in connection with External Qualification Assessments, but does not register a Pupil with an Examination Body or examination centre, book an examination entry, collect examination fees, secure a venue or seat, act as an examination centre, invigilate an External Qualification Assessment, authenticate or submit externally assessed work, arrange practicals or oral assessments, apply for access arrangements, manage examination logistics, or act as the Parent's or Pupil's agent in relation to an External Qualification Assessment.

16.7. Teneo does not guarantee that an appropriate Private Candidate Examination Pathway (or any part of one, including a private candidate examination centre, seat, date, subject combination, practical, oral, coursework arrangement, remote-invigilation option, access arrangement or local examination pathway) will be available in any country, city or venue. Teneo is not liable for loss, cost or damage arising because a Parent or Pupil cannot secure or maintain a suitable Private Candidate Examination Pathway, except to the extent liability cannot lawfully be excluded.

16.8. Teneo may restrict or discontinue a subject, level, subject combination or qualification pathway where Teneo considers the likely examination pathway in a Pupil's location to be impractical, unreliable or high risk, or where an Examination Body or examination centre changes its requirements or availability. Clauses 7.2 and 7.3 apply.

16.9. The Examination Body applicable to a particular course or subject is the body designated by Teneo in the relevant course information from time to time. Teneo may offer Pearson Edexcel, Cambridge International Education or another awarding body, but is not obliged to offer more than one pathway or to continue a pathway in a later School Year.

16.10. Teneo does not guarantee examination outcomes, university admission, recognition in a specific country of a qualification, school-transfer acceptance, scholarship eligibility, professional recognition or any other progression outcome. Parents and Pupils are responsible for confirming that the chosen curriculum, qualification, subject combination and Private Candidate Examination Pathway are appropriate for the Pupil's intended goals.

16.11. Any accommodation or concession that Teneo applies to an Internal Assessment does not bind an Examination Body or examination centre. The Parent and Pupil are responsible for applying separately for any accommodation or access arrangement required for an External Qualification Assessment.

17. Communications and social media messaging groups

17.1. Official communications from Teneo will be by email or through Teneo's website, learning platform or official messaging applications and platforms, which may vary from time to time. A communication sent through an official channel is deemed received when sent by Teneo, including for academic and other time-sensitive communications, subject to applicable law.

17.2. Parents, PRFPs and Pupils must ensure that contact details provided to Teneo remain current and accessible and must monitor all official channels. A change of email address must be notified in writing not less than ten business days before the previous address stops being used. A communication sent to the previous address during that period will be treated as validly delivered.

17.3. Messaging applications and platforms may be used by teachers, support staff, chatbots or systems enabled by artificial intelligence to provide information or make arrangements. Information disseminated through those channels does not amend these Terms or bind Teneo in law unless it is issued by a duly authorised Teneo employee through an official channel and expressly stated to be binding.

17.4. Teneo may disseminate information through social media platforms. Teneo is not responsible for content, comments, messages, images or clips on a group or platform not controlled by Teneo or not posted by Teneo, including unofficial Parent or Pupil groups.

17.5. Teneo encourages parental oversight of social media and messaging groups involving a Pupil. Undesirable content or conduct should be reported to the relevant platform and to Teneo, but Teneo's ability to act may be limited where it does not control the platform.

17.6. Teneo may contact a Parent, PRFP, Major Pupil or prospective customer for marketing and related purposes where the relevant website form, enrolment portal or other touchpoint records consent, or where the communication is otherwise permitted by applicable law. A recipient may withdraw consent or opt out at any time by using the method provided in the communication or by emailing help@teneoeducation.com. Acceptance of these Terms does not override any separate consent requirement imposed by applicable law.

18. Teneo Marketplace

18.1. Teneo may, but is not obliged to, make Marketplace available to some or all Pupils. This clause applies only if and for so long as a Pupil is given access to Marketplace. Teneo may restrict, change, suspend or discontinue Marketplace at any time.

18.2. Marketplace is intended to facilitate access to third-party extra-curricular and extramural activities, tutoring, goods and services. A Marketplace Service Provider is independent from Teneo and Teneo is not a party to the agreement between the provider and a Parent, Pupil or other purchaser.

18.3. Teneo does not warrant the credentials, operations, policies, staffing, quality, safety or suitability of a Marketplace Service Provider or its goods or services. Allowing a provider to appear on Marketplace does not constitute an endorsement. Parents and Pupils must conduct their own assessment before purchasing or using any offering.

18.4. Use of Marketplace and any purchase or use of a provider's goods or services is at the user's own risk. To the extent permitted by law, Teneo has no liability for any act, omission, good, service, loss or dispute involving a Marketplace Service Provider.

19. Unauthorised Access to Online Platforms Policy

19.1. No Pupil may give another person their login details relating to Teneo, including login details or invitation links for a learning management system, calendar, lesson, assessment or communication platform.

19.2. If unauthorised access is granted by a Pupil or results from a Pupil failing to take reasonable care with login details, the Pupil may be held responsible under Teneo's disciplinary processes for actions taken through that access, and access may be suspended or the Pupil may be expelled.

19.3. Each Pupil's calendar and lesson invitation links are specific to that Pupil. Pupils may not share them or join a lesson to which they were not invited through their own calendar.

20. Intellectual property and recordings

20.1. All intellectual property rights in lessons, curricula, materials, assessments, platforms and recordings provided by or on behalf of Teneo in any format belong to Teneo or its licensors.

20.2. No Pupil, Parent or other person may copy, record, scrape, download except through an authorised feature, republish, distribute, sell, license, alter or create derivative material from Teneo content, or facilitate any such act, except as expressly authorised in writing or permitted by mandatory law.

20.3. Recordings made by Teneo and made available through Teneo's platforms are for the personal educational use of authorised Pupils only and may not be shared, republished or distributed.

21. Disciplinary procedures

In the case of an alleged violation of the Code of Conduct for Pupils, the disciplinary procedure below will generally be followed unless the alleged violation is an Academic Irregularity, in which event clause 22 will generally apply. Teneo may also invoke this clause where an Academic Irregularity constitutes misconduct. The procedure is a framework and may be altered where Teneo reasonably determines that the circumstances, safeguarding requirements or applicable law warrant doing so.

21.1. Less serious misconduct may be dealt with informally through counselling, a verbal warning, a written warning, loss of a privilege or another proportionate measure.

21.2. Serious misconduct, or repeated less serious misconduct, may be dealt with through a formal disciplinary hearing.

21.3. A formal disciplinary hearing will be conducted by a Disciplinary Committee appointed by Teneo under the direction of a chairperson and consisting of at least two persons. Teneo may appoint a specialist or independent person to the Disciplinary Committee where appropriate.

21.4. Teneo will keep a proper record of the proceedings, which may be electronic. The Pupil and Parent will receive written notice of the hearing and a description of the allegation with sufficient information to allow a response.

21.5. Hearings will ordinarily take place on an electronic platform. The Pupil and Parent must ensure that they have the necessary equipment and connectivity. Unless otherwise agreed or reasonably required by urgency or safeguarding, at least five school days will elapse between notice and the hearing.

21.6. A minor Pupil must be assisted during the hearing by a Parent or another adult acceptable to the Parent. A disciplinary hearing is an internal educational process and legal representation is not ordinarily permitted, subject to applicable law and Teneo's discretion in exceptional circumstances.

21.7. If the Pupil or Parent fails to attend despite proper notice, the hearing may proceed in their absence. Each side will be given a reasonable opportunity to present relevant evidence, call witnesses and respond to the other side's case, subject to safeguarding, privacy and procedural considerations.

21.8. The Disciplinary Committee will determine the matter on a balance of probabilities. If the Pupil is found responsible, the Pupil and Teneo may make representations regarding an appropriate sanction.

21.9. A sanction may include counselling, a warning, conditions, suspension, removal from an activity or platform, or expulsion, depending on seriousness and relevant circumstances. The outcome will ordinarily be communicated within five school days. The internal outcome is final, without limiting any legal right that cannot be excluded.

22. Procedure for Academic Irregularities

The following procedure is a framework within which Teneo's academic policies and, where relevant, Examination Body or examination-centre rules may also apply. Teneo may alter the procedure where circumstances or an external rule reasonably require it.

22.1. Teneo may establish an Internal Assessment Irregularity Committee to determine policies, investigate Academic Irregularities and decide the academic consequences of different forms of irregularity.

22.2. Where an Academic Irregularity is identified in an Internal Assessment, the Pupil will be informed of the irregularity and provisional consequence. Where it concerns a formal Internal Assessment, the Parent will also be notified through Teneo's systems.

22.3. Teneo may provide a mark-query or appeal process with a stated time period. If no appeal is submitted within that period, the provisional outcome will become final. If an appeal is submitted, the information will be considered by the relevant committee or delegate, whose internal decision is final, subject to applicable law.

22.4. Teneo may also initiate disciplinary proceedings under clause 21 where an Academic Irregularity constitutes or may constitute misconduct. Unresolved Academic Irregularities may be recorded in an internal register.

22.5. An irregularity relating to an External Qualification Assessment is governed primarily by the relevant Examination Body and examination centre. The Parent and Pupil are responsible for complying with their processes. Teneo may cooperate with an investigation, share relevant information where lawful, apply its own academic or disciplinary consequences and take any step required to protect academic integrity.

22.6. Where an Academic Irregularity may constitute criminal conduct, a safeguarding concern or a matter that must be reported, Teneo may provide relevant information to an Examination Body, examination centre, law-enforcement body, regulator or other competent authority as required or permitted by law.

23. Identity, fraud and credit checks

23.1. To the extent permitted by applicable law, the Parent and PRFP authorise Teneo to verify identity, payment information, fraud risk and creditworthiness and to obtain relevant information from payment providers, fraud-prevention services, credit bureaux or similar providers where reasonably necessary for enrolment, an instalment plan, collections or risk management.

23.2. Teneo may provide information concerning a payment default, fraud, chargeback or account conduct to a credit bureau, payment provider, collection service or other lawful recipient where permitted by law and after any notice required by law.

24. Limitation of liability

24.1. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, wilful misconduct, breach of a mandatory statutory duty, or any other liability or consumer right that cannot lawfully be excluded or limited.

24.2. Subject to clause 24.1, Teneo is not liable for any indirect, consequential, special or punitive loss, loss of profit, loss of opportunity, loss of anticipated saving, loss of data or reputational loss arising from or in connection with the agreement with, or Teneo's relationship with, a Parent, Pupil or PRFP, except to the extent such exclusion is prohibited by law.

24.3. Subject to clause 24.1, Teneo's aggregate liability to a Parent, Pupil or PRFP under or in connection with the agreement will not exceed the tuition fees paid to Teneo in respect of the relevant Pupil during the 12 months preceding the event giving rise to the claim, except where applicable law requires a higher amount or prohibits the limitation.

24.4. Teneo is not responsible for the acts, omissions, availability, decisions, fees or systems of an Examination Body, private candidate examination centre, payment provider, internet provider, Marketplace Service Provider or other independent third party. Teneo is also not responsible for local compulsory-education compliance, local recognition, examination-centre access or progression outcomes, as further described in clauses 3 and 16.

24.5. Teneo is not liable for delay, interruption or failure caused by events beyond its reasonable control, including power failure, internet or platform outage, cyberattack, epidemic, pandemic, natural disaster, war, civil unrest, labour disruption, government action, sanctions, examination-body action or failure of a supplier. Teneo will use reasonable efforts to mitigate material disruption and resume affected services.

24.6. Save where mandatory law provides otherwise, no action arising from the agreement between Teneo and a Parent/Pupil/PRFP may be brought more than one year after the cause of action accrued. This clause does not shorten any limitation period that cannot lawfully be shortened.

25. General

25.1. The agreement between Teneo and a Parent/Pupil/PRFP is governed by the laws of South Africa and Teneo chooses as its domicilium citandi et executandi for all purposes under the agreement, including court process, notices and other communications, Dock Road Junction, Corner of Stanley & Dock Road, Waterfront, Cape Town, 8001, South Africa. If a Parent, PRFP or Pupil is a consumer in another jurisdiction, this choice of law does not deprive that person of any mandatory consumer protection that cannot lawfully be excluded and does not prevent proceedings being brought in any court made available by mandatory law.

25.2. Teneo may refuse, suspend or terminate service where sanctions, anti-money-laundering requirements, payment-processor rules, export-control restrictions, examination restrictions, fraud concerns, safeguarding concerns or other legal or operational risks make provision of the International School Product inappropriate or impracticable.

25.3. Without prejudice to any other right or remedy, each party acknowledges that damages alone may not be an adequate remedy for a breach involving intellectual property, confidentiality, platform security or unauthorised access and that an affected party may seek an interdict or other appropriate urgent relief.

25.4. The rights and obligations of a Parent, PRFP or Pupil under the agreement are not transferable without Teneo's prior written consent. Teneo may transfer or assign its rights or obligations to an affiliate, successor or purchaser of the relevant business, provided that this does not reduce any mandatory consumer right.

25.5. No indulgence granted by a party constitutes a waiver of a right. A delay or failure to exercise a right does not prevent its later exercise.

25.6. These Terms, the enrolment portal, the fee quotation or schedule, applicable Teneo policies and any expressly incorporated document contain the entire agreement between Teneo and a Parent/Pupil/PRFP regarding the International School Product. No statement not contained in or expressly incorporated into those documents is binding unless confirmed in writing by an authorised Teneo representative. This clause does not exclude liability for fraud or any statutory representation that cannot be excluded.

25.7. No variation, addition, deletion, cancellation or waiver requested by a Parent, PRFP or Pupil is effective unless agreed in writing by Teneo. Teneo may update these Terms and related policies in accordance with clause 7.

25.8. If any provision is unlawful, invalid or unenforceable, it will be read down to the minimum extent necessary or severed, and the remaining provisions will continue in effect.

25.9. A complaint may be submitted through Teneo's published complaints process or by emailing help@teneoeducation.com. Teneo will use reasonable efforts to investigate and respond. This does not limit a right to approach a court, regulator, ombud, alternative dispute resolution body or other authority where available under applicable law.

25.10. The agreement may be concluded and accepted electronically. Electronic records, click acceptance, portal records and email communications may be used as evidence of the agreement and related instructions, subject to applicable law.

25.11. These Terms are prepared in English. Any translation is provided for convenience only and, to the extent permitted by law, the English version prevails if there is an inconsistency.