

Forest Town School – Website Terms & Conditions

INTERPRETATION

The term “terms” refers to terms and conditions, and terms of use

The term “site” refers to the Forest Town School website, portal, mobisite or any other such application as may be available in the future and if inferred from the context, may also include any other website or part thereof, accessed through a link to our website or portal and shall include, but is not limited to, social media websites such as Facebook, LinkedIn, Twitter or any such site.

The terms “we”, “us” or “our” refer to Forest Town School.

The term “you” refers to the user or viewer of the Forest Town School site.

1. GENERAL

- 1.1.** By accepting agreement to these terms and by using the site, you indicate that you accept these terms and that you agree to abide by them. If you do not accept these terms, please tick that you do not agree and leave the site.
- 1.2.** Use of the site is also subject to any additional enrolments, agreements, policies or guidelines posted on the site from time to time.
- 1.3.** Forest Town School does not make any representation regarding any other websites which may be linked to or accessed through this site and accordingly accepts no responsibility for the content or use of such websites or information contained therein. Forest Town School shall not be liable to any party for any form of loss or damage incurred as a result of any use of or reliance on any information contained on such website or any websites which can be accessed through this website.
- 1.4.** This site is supplied on an “as is” basis and has not been compiled or supplied with the intention of meeting your individual requirements. It is your sole responsibility, as user, to satisfy yourself, prior to making use of this site, that the service available from and through this site will meet your individual requirements and be compatible with your hardware and/or software.
- 1.5. Cookies**
www.foresttownschool.co.za site may use “cookies” in order to deliver web content specific to individual users’ interests. Sensitive personal information is not stored within cookies.
- 1.6. Webforms**
www.foresttownschool.co.za uses webforms forms on this site. These forms require users to give contact information; full names, e-mail address, contact number. Contact information is used only to send material relating to the enquiry for which it was collected and will not be sold to another party.

2. AGE RESTRICTIONS

- 2.1.** The site is not available for any person under the age of 18 without your parents/guardian’s consent. If you are under 18 years old, your parent or guardian is required to consent to your use of this site and shall be required to accept these terms on your behalf. Accordingly, Forest Town School is indemnified from any and all liability in this regard, including any liability arising as a result of your failure, or someone acting on your behalf, to provide accurate information in this regard when required to do so through the use of this site.

3. LIABILITY

- 3.1. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this site or the services or content provided from and through this site, or third-party website accessed through this site. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this site are free from errors or omissions or that the service will be uninterrupted and error free.
- 3.2. Forest Town School, or any other party (whether or not involved in creating, producing, maintaining or delivering the Site or the portal), and any of Forest Town School officers, employees or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in delict (including without limitation negligence), contract or otherwise, in connection with the site (including the User-Generated Content) in any way or in connection with the use, inability to use or the results of use of the site (including the User-Generated Content), any sites linked to the site or the material on such sites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Site (including the User-Generated Content) or your downloading of any material from the site (including the User-Generated Content) or any sites linked to the site.
- 3.3. You agree to keep Forest Town School and its associates fully indemnified against any actual or contingent liabilities incurred in relation to any actions or claims brought by any person against Forest Town School as a result of an actual or alleged breach by you of any law, or such other actions or claims brought in relation to the provision of services by Forest Town School to you.

4. SERVICE ACCESS

- 4.1. Forest Town School endeavours to ensure that the site is normally available 24 hours a day. Access to the site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Forest Town School's control. Forest Town School shall not be liable if for any reason the site is unavailable at any time or for any period.

5. INFORMATION ON THIS SITE

- 5.1. Information, ideas and opinions expressed on these sites should not be regarded as professional advice or the official opinion of Forest Town School. Users must seek advice prior to taking any action based on the contents of this site.
- 5.2. Forest Town School has not determined that the site content is suitable for any particular purpose and/or for a user whatsoever, other than as a general reference, and has not necessarily disclosed all risks relating to the site content or its subject matter. You should not rely on the site content for professional advice (including, but not limited to business, financial, investment, trading, or other advice) or as a basis for any investment, transactional or similar decisions you make or which are made on your behalf without first consulting with your preferred professional or business advisors (who may include their attorney, tax, accounting and investment advisors). No information or data on this site is an offer to do business (which upon acceptance by yourself will constitute a contract), but is merely an invitation to do business. No

agreements shall be concluded merely by sending a data message to this site or its owners. Valid agreements require an acknowledgement of receipt of an offer, duly received from us. This is subject to the provisions in section 11 of the Electronic Communications and Transactions Act.

6. USER-GENERATED CONTENT AND CONDUCT

- 6.1.** Any use of User-Generated Content by Users other than for private, non-commercial research or study is strictly prohibited.
- 6.2.** You are prohibited from posting or transmitting to or from the site, including Forest Town School's Facebook, Google+ and other social networking media, any material:
 - 6.2.1.** that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - 6.2.2.** for which you have not obtained all necessary licences and/or approvals; or
 - 6.2.3.** which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
 - 6.2.4.** which is technically harmful (including (but not limited to) computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data.
(together "Inappropriate User-Generated Content")
 - 6.2.5.** publish, upload, exchange or transmit any content that the User/Client knows to be false or untrue, or has justifiable reasons to believe it to be false or untrue, and whose use may cause damage to Forest Town School, other Users or third parties;
 - 6.2.6. for any User/Client misrepresenting him/herself for the purpose of deceiving Forest Town School, other Users or third parties;**
- 6.3.** Forest Town School shall fully co-operate with any law enforcement authorities or court order requesting or directing Forest Town School to disclose or identify or locate anyone posting any Inappropriate User-Generated Content.
- 6.4.** Forest Town School accepts no responsibility for actively monitoring any forums, such as, but not limited to Facebook, Google+ and any such other forums as may come into existence, contained in the site for Inappropriate User-Generated Content. You agree that Forest Town School accepts no liability whatsoever if we so choose from time to time to edit, restrict or remove the User-Generated Content.

7. INTELLECTUAL PROPERTY AND RESTRICTIONS OF USE

- 7.1.** This site contains information which is owned by or licensed to us, including but not limited to text, design, layout, graphics, organization, magnetic translation, digital conversion and other information related to the site. This information is protected under applicable intellectual property laws and reproduction, distribution, publication or any other use, either in whole or in part, other than in accordance with the next paragraph is strictly prohibited. Without limiting the generality of the rights granted to a user under applicable intellectual property law, you are granted a non-exclusive, non-transferable, revocable license to:
 - 7.1.1.** access and use this site strictly in accordance with these terms.
 - 7.1.2.** to use this site solely for personal, non-commercial and lawful purposes.
 - 7.1.3.** to download, copy, print screen, use, save or print out information from the site solely for personal, non-commercial purposes, provided that all copyright and other intellectual property notices therein are unchanged.

8. LINKS TO AND FROM OTHER SITES

- 8.1.** You may not create a link to this site from a third-party site or document without our prior written consent.
- 8.2.** Links to third party websites on the site are provided solely for your convenience. If you use these links, you leave the site. We have not reviewed all these third-party websites. We do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about any third-party website, or any material found in such websites, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the site, you do so entirely at your own risk.
- 8.3.** If you would like to link to the site and have our permission to do so, you may only do so on the basis that you link to, but do not replicate, any page of the site, and subject to the following conditions:
 - 8.3.1.** you do not remove, distort or otherwise alter the size or appearance of Forest Town School logo or any of its related subsidiaries;
 - 8.3.2.** you do not in any way imply that we are endorsing any products or services other than its own;
 - 8.3.3.** you do not misrepresent your relationship with us nor present any other false information about Forest Town School;
 - 8.3.4.** you do not otherwise use Forest Town School mark displayed on the site without express written permission from us;
 - 8.3.5.** you do not link from any other site that you do not have the necessary authority or permission to link from; and
 - 8.3.6.** the site you are linking from does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of Forest Town School or any other person or otherwise does not comply with all applicable laws and regulations.
- 8.4.** We expressly reserve the right to revoke the right granted in clause 11.3 for breach of these terms and to take any action we deem appropriate.
- 8.5.** You shall fully indemnify us for any loss or damage suffered by Forest Town School or any of its group companies for breach of clause 11.3.

9. VARIATION OF TERMS

- 9.1.** We reserve the right to modify these terms or information set out in the site at any time and will publish notice of any such modifications online. By continuing to access our site after notice of such modifications has been published, you agree to comply with and be bound by them. If you disagree with any of these modifications, you must immediately cease your use of our site.

10. GUIDELINES FOR ONLINE CONDUCT

- 10.1.** You agree to use the site in accordance with all applicable laws.
- 10.2.** We respect the constitutional right to freedom of speech and encourage robust intellectual debate. Your right to free speech is subject to the provisions of the Constitution.
- 10.3.** You agree not to post any advertising or any form of commercial solicitation, including, but not limited to, spamming anywhere on the site.
- 10.4.** You agree not to post any content that contains viruses or other harmful items anywhere on the site.

- 10.5. We reserve the right to remove content, block access or take other action which we deem appropriate in the circumstances against any content which violates the above rules and guidelines.
- 10.6. If a third-party claims that any material you have contributed to a site is unlawful, you will bear the burden of establishing that the material complies with all applicable laws.
- 10.7. You agree that you will not access or attempt to access any other user's account or misrepresent or attempt to misrepresent your identity while using the sites.
- 10.8. You agree that you will not restrict or inhibit any other user from using and enjoying the sites.
- 10.9. You agree that you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and agree to accept responsibility for all activities that occur under your account or password.
- 10.10. We respect the intellectual property of others. If you believe your copyright has been violated on a site hosted by us, please give notice at: info@fts.org.za We will, upon receipt of such notice and confirmation that such copyright has been violated, use all reasonable means to remove the infringing content and inform the person that posted it of such removal and the reason therefor.

11. DATA PROTECTION

- 11.1. The "Client" being a data subject and further, as the duly authorised representative of the said Client, hereby acknowledge that Forest Town School has been engaged or may possibly be engaged to render or potentially render a wide range of educational services and therefore consent thereto that Forest Town School collects, hold, organise, store, use, administer and process the Client's personal information for this purpose. The personal information (the "information") in relation to this consent is:
 - 11.1.1. the Client's contact – and invoicing details (including email addresses, fax and phone numbers, physical, postal and website addresses VAT and Tax Numbers, banking details), FICA documents in terms of the Financial Intelligence Centre Act 38 of 2001 (as amended), the verification of the Client's details and shall include credit check(s) on the Client and key decision-makers.
- 11.2. The Client acknowledges that it has the right to:
 - 11.2.1. request a list of the names and addresses of any potential recipients of the information;
 - 11.2.2. to review and correct the Information;
 - 11.2.3. The Client acknowledges that information may be requested and shared in terms of its PAIA Manual; and
 - 11.2.4. to request the return or destruction of the Information once it is no longer required under the engagement with Forest Town School or by law.
- 11.3. Forest Town School undertakes that all personal information will be held securely to the standard directed by the Protection of Personal Information Act 4 of 2013 as amended (the "Act" or "POPIA") and that it has bound its service providers ("Operators") to a similar standard as required and prescribed by POPIA.

12. APPLICABLE AND GOVERNING LAW

This site is hosted, controlled and operated from the Republic of South Africa, and South African Law governs the use or inability to use this site and these terms and conditions of use. South African courts have jurisdiction in the event of a dispute of any nature whatsoever arising between parties.

13. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

FOREST TOWN SCHOOL may be visited or contacted at the following addresses:

Postal address:

Forest Town School
Private Bag X2
Parkview
Johannesburg
2122
South Africa

Physical address:

Forest Town School
New Forest Road
Johannesburg
2193

Telephone: +27 11 46 0131

Fax: +27 11 646 0134

Email address: info@fts.org.za



FOREST TOWN SCHOOL

ESTABLISHED 1948

For Learners with Special Needs

PUBLIC ACCESS TO INFORMATION MANUAL

**PREPARED IN TERMS OF SECTION 51 OF
THE PROMOTION OF ACCESS TO INFORMATION ACT, No. 2 of 2000
("the Act")**

For

FOREST TOWN SCHOOL



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1. INTRODUCTION & PURPOSE OF THIS DOCUMENT

The Promotion of Access to Information Act 2 of 2000 (“the Act”) gives effect to the right of access to information in records held by public or private bodies that is required for the exercise or protection of any rights as enshrined in the Bill of Rights forming part of The Constitution of The Republic of South Africa, 1996 (“the Constitution”).

This Promotion of Access to Information Manual (“PAIA Manual”) provides an outline of the type of records and the personal information it holds, and explains how to submit requests for access to these records in terms of the Promotion of Access to Information Act 2 of 2000 (“PAIA ”). In addition, it explains how to access, or object to, personal information held by the Company, or request correction of the personal information, in terms of paragraphs 23 and 24 of the Protection of Personal Information Act 4 of 2013 (“POPIA”).

The PAIA and POPIA Acts give effect to everyone’s constitutional right of access to information held by private sector or public bodies, if the record or personal information is required for the exercise or protection of any rights. If a public body lodges a request, the public body must be acting in the public interest.

2. CONTACT DETAILS AND GENERAL INFORMATION

2.1. Availability of this PAIA Manual

A copy of this manual can be requested from the Information Officer (see contact details in section 2.4).

2.2. Guidelines to the PAIA and POPIA

Guides to the PAIA and POPIA Acts can be obtained and queries directed to:

PAIA	POPIA
South African Human Rights Commission Promotion of Access to Information Act Unit Research and Documentation Department Private Bag 2700 Houghton Johannesburg 2041	Information Regulator P.O. Box 31533 Braamfontein Johannesburg 2017
Braampark, Forum 3 33 Hoofd Street Braamfontein Johannesburg 2001	JD House 27 Stiemens Street Braamfontein Johannesburg 2001
Telephone number: (011) 484 8300 Fax number: (011) 484 7146/7 Website : www.sahrc.org.za E-mail : PAIA@sahrc.org.za	Website: www.justice.gov.za/inforeg E-Mail: inforeg@justice.gov.za



2.3. School Details

Forest Town School	
Postal Address	Private Bag X2 Parkview Johannesburg 2122
Street Address	New Forest Road Forest Town Johannesburg 2193
Telephone number	+ 27 11 646 0131
Facsimile number	+ 27 11 646 0134
Electronic Mail Address	info@fts.org.za
Website	www.foresttownschool.co.za

2.4. Company Contact Details

Information Officer	Mrs RONALDA LUCAS
Electronic Mail Address	ronaldal@fts.org.za
Deputy Information Officer	Mrs NATASHA KAUSCH
Electronic Mail Address	natashak@fts.org.za
Telephone number	011 646 0131

3. SCHOOL RECORDS

3.1. Records available in accordance with other legislation

The company has records available in terms of various laws, as amended, including:

- Labour Relations Act 66 of 1995;
- Employment Equity Act 55 of 1998;
- Basic Conditions of Employment Act 75 of 1997;
- Compensation of Occupational Injuries and Diseases Act 130 of 1993;
- Companies Act 71 of 2008;
- Unemployment Insurance Act 63 of 2001;
- Value Added Tax Act 89 of 1991;
- Income Tax Act 58 of 1962;



- Skills Development Act 9 of 1999;
- South African Schools Act 84 of 1996;
- Gauteng School Education Act 6 of 1995
- Protection of Personal Information Act 4 of 2013.

3.2. Summary: records available

DEPARTMENTAL RECORDS	SUBJECT
Finance	Audited Financial Statements
	Tax Records – Company and employees
	Asset Register
	Management Accounts
Human Resources	Employee Records
	Employee Contracts
Legal	Admission Agreements
	General contract documentation
	School guidelines, policies and procedures
	Statutory and Environmental Records
Marketing	Market Information
	Brochures
	Media Releases
Other	Parent / Guardian Information and database
	Student Information and database

4. FOREST TOWN SCHOOL PRIVACY PRACTICES

4.1. Personal Information that we collect about you:

- 4.1.1. Identity Data;
- 4.1.2. Contact Data;
- 4.1.3. Financial Data;
- 4.1.4. Medical data;
- 4.1.5. Student performance data;
- 4.1.6. Transaction Data;
- 4.1.7. Service Data;
- 4.1.8. Technical Data;
- 4.1.9. Usage Data;
- 4.1.10. Marketing and Communications Data;

4.2. We collect personal or other information to:

- 4.2.1. Provide our services to you, as well as any services that you may purchase from us (including goods you purchase from our website);
- 4.2.2. Administer our various education programs;
- 4.2.3. Operate our facilities;



- 4.2.4. Comply with our statutory obligations as well as interacting with regulatory authorities;
- 4.2.5. Conduct business case analysis;
- 4.2.6. Conduct Forest Town School's recruitment exercises, including referrals, and hiring processes, including the capturing of a job applicant's details and the providing of status updates to such a job applicant. In this context Forest Town School will conduct criminal record and credit checks;
- 4.2.7. Retain and make information available to you on the website;
- 4.2.8. Provide you with marketing that is relevant to you, or to direct information concerning Forest Town School to you;
- 4.2.9. Maintain and update our customer or potential customer databases;
- 4.2.10. Diagnose and deal with technical issues and customer support queries and other use queries;
- 4.2.11. Operate, administer, maintain, secure, and develop the website and the performance and functionality of our website;
- 4.2.12. Protect our rights in any litigation that may involve you;
- 4.2.13. Detect, prevent or deal with actual or alleged fraud, security or the abuse, misuse or unauthorized use of our Website and/or contravention of our Privacy Notice or of the terms and conditions that apply to your use of our website;
- 4.2.14. Communicate with you and keep a record of our communications with you and your communications with us;
- 4.2.15. Inform you about changes to our website, Privacy Notice or other changes that are relevant to you;
- 4.2.16. To create user profiles and analyse and compare how you and other users make use of the website, including (without limitation) habits, click-patterns, preferences, frequency and times of use, trends and demographics;
- 4.2.17. To analyse and compare the kinds of access devices that you and others make use of and where you are using them; and
- 4.2.18. For other purposes relevant to our business activities, provided they are lawful.

4.3. Security Measures to protect personal information

- 4.3.1. Reasonable technical and organisational measures have been implemented for the protection of personal information processed by Forest Town School and its operators. In terms of POPIA, operators are third parties that process personal information on behalf of the School.
- 4.3.2. We continuously implement and monitor technical and organisational security measures to protect the personal information we hold, against unauthorised access, as well as accidental or wilful manipulation, loss or destruction.

4.4. Trans-border flows of personal information

- 4.4.1. We will only transfer personal information across South African borders if the relevant business transactions or situation requires trans-border processing, and will do so:



- (i) Only in accordance with South African legislative requirements; or
 - (ii) If the data subject consents to transfer of their personal information to third parties in foreign countries.
- 4.4.2. We will take steps to ensure that operators are bound by laws, binding corporate rules or binding agreements that provide an adequate level of protection and uphold principles for reasonable and lawful processing of personal information, in terms of POPIA.
- 4.4.3. We will take steps to ensure that operators that process personal information in jurisdictions outside of South Africa, apply adequate safeguards as outlined in Section 4.3.
- 4.4.4. Personal information shared for performance of the pre-admission test, done by an external party outside the borders of South Africa, will be limited to the information required to do the test. The safeguards listed in 4.4.1 will be adhered to at all times.

5. ACCESS TO RECORDS

5.1. Automatic disclosures

The following information is freely available:

- Forest Town School Annual Report.

5.2. Records that may be requested

The following records of Forest Town School may be available upon request:

- Financial records;
- Asset records;
- Income and other tax records;
- Learner records;
- Parent/Guardian records;
- Employment records;
- Employment policies;
- Information technology records;
- Procurement records;
- Health, safety and environmental management records; and
- Other party records.

Note that recording a category or subject matter in this manual does not imply that a request for access to such records would be honoured. All requests for access will be evaluated on a case-by-case basis on their own merits, and Forest Town School reserves the right to decline access to records in accordance with the provisions of the Act.

5.3. Request procedures

Any person wishing to gain access to information (“the requestor”) must submit the prescribed form (see Annexure A) to the Information Officer.

- 5.3.1. The requestor must:



- Provide sufficient detail on the request form to enable the Information Officer to identify the record and the requestor; and
 - Indicate in which form of access is required; and
 - Specify a postal address or fax number within South Africa; and
 - Identify the right that the requestor is seeking to exercise or protect, and provide reasons why the requested record is required for the exercise of the access or protection.
- 5.3.2. If a request is made on behalf of another person, the requestor must submit proof of the capacity in which the requestor is making the request to the satisfaction of the Information Officer.
- 5.3.3. The Information Officer will decide whether to grant the request or to decline the request and must notify the requestor in the required form.
- 5.3.4. If the request is granted, the access fee (see section 6), including any time that has exceeded the prescribed hours to search and prepare the record, must be paid.
- 5.3.5. If, after reasonable steps have been taken to find a record requested, and same cannot be located or does not appear to exist, Forest Town School will advise the requestor accordingly.

6. FEES

6.1. Fees

- 6.1.1. The Act provides for 2 kinds of fees:
- Request fees – non-refundable administration fees paid by all requestors (except personal requestors); and
 - Access fee – paid by all requestors only when access is granted. The fee is intended to reimburse Forest Town School for the costs involved in searching for a record and preparing it for delivery to the requestor.
- 6.1.2. Forest Town School may withhold the record until the request fee and the deposit (if applicable) have been paid.
- 6.1.3. A requestor who seeks access to a record containing personal information about that requestor (“personal requestor”) is not required to pay the request fee.
- 6.1.4. The fees payable are as per the Fees schedule in Annexure B.

6.2. Deposit

- 6.2.1. In accordance with section 54(2) of the Act, Forest Town School may require a deposit in cases where searching for a record exceeds 6 hours.
- 6.2.2. The deposit will represent one third of the access fees payable by the requestor.

7. GROUNDS FOR REFUSAL OF ACCESS TO RECORDS

The information contained in this section is a summary of the grounds upon which Forest Town School is entitled to raise, as grounds for the refusal of access to its records. The information is intended to provide a requestor with clarity as to the reasons why a request may be refused.



See Annexure C for details

8. RIGHT OF APPEAL

A requestor that is dissatisfied with the Information Officer's refusal to grant access to any information may –

- a) Within 30 days of being informed that the request was not granted, lodge an internal appeal; or
- b) Within 30 days of notification of the decision apply to court for relief.

9. AVAILABILITY OF THE MANUAL

Forest Town School's manual is available for inspection free of charge at the registered address as set out in the contact details at 2 above. Furthermore, a copy is available from the SAHRC (see contact details in 2 above) and on Forest Town School's website as set out in 2 above.

10. UPDATES TO THIS MANUAL

This manual will be updated whenever we make material changes to the current information.

11. PRESCRIBED FORMS

See Annexure A attached.



ANNEXURE A: PRESCRIBED REQUEST FORM

FORM C – REQUEST FOR ACCESS TO RECORD OF PRIVATE BODY
 (Section 53(1) of the Promotion of Access to Information Act 2 of 2000 – Regulation 10)

A. Particulars of organisation required from:

The Information Officer: Ann-louise Moir

B. Particulars of person requesting access to the record

- | | |
|-----|---|
| (a) | The particulars of the person who requests access to the record must be given below. |
| (b) | The address and/or fax number in the Republic to which the information is to be sent must be given. |
| (c) | Proof of the capacity in which the request is made, if applicable, must be attached. |

Full names and surname:	
Identity number:	
Postal address:	
Fax number:	
Telephone number:	
E-mail address:	
Capacity in which request is made, when made on behalf of another person:	

C. Particulars of person on whose behalf request is made

This section must be completed ONLY if a request for information is made on behalf of another person.

Full names and surname:	
Identity number:	



D. Particulars of record

- (a) Provide full particulars of the record to which access is requested, including the reference number if that is known to you, to enable the record to be located.
- (b) If the provided space is inadequate, please continue on a separate folio and attach it to this form.
- (c) The requestor must sign all the additional folios.

Description of record or relevant part of the record:	
Reference number, if available:	
Any further particulars of record:	

E. Fees

- (a) A request for access to a record, other than a record containing personal information about yourself, will be processed only after a request fee has been paid.
- (b) You will be notified of the amount required to be paid as the request fee.
- (c) The fee payable for access to a record depends on the form in which access is required and the reasonable time required to search for and prepare a record.
- (d) If you qualify for exemption of the payment of any fee, please state the reason for exemption.

Reason for exemption from payment of fees:

F. Form of access to record

If you are prevented by a disability to read, view or listen to the record in the form of access provided for in 1 to 4 hereunder, state your disability and indicate in which form the record is required.



<p>Disability: Form in which record is required: Mark the appropriate box with an X.</p>		
<p>NOTES: (a) Compliance with your request in the specified form may depend on the form in which the record is available. (b) Access in the form requested may be refused in certain circumstances. In such a case you will be informed if access will be granted in another form. (c) The fee payable for access for the record, if any, will be determined partly by the form in which access is requested.</p>		
<p>1. If the record is in written or printed form:</p>		
<input type="checkbox"/> Copy of record*	<input type="checkbox"/> Inspection of record	
<p>2. If record consists of visual images: (This includes photographs, slides, video recordings, computer-generated images, sketches, etc.)</p>		
<input type="checkbox"/> View the images	<input type="checkbox"/> Copy of the images*	<input type="checkbox"/> Transcription of the images*
<p>3. If record consists of recorded words or information which can be reproduced in sound:</p>		
<input type="checkbox"/> Listen to the soundtrack Audio cassette	<input type="checkbox"/> Transcription of soundtrack* written or printed document	
<p>4. If record is held on computer or in an electronic or machine-readable form:</p>		
<input type="checkbox"/> Printed copy of record	<input type="checkbox"/> Printed copy of information derived from the record	<input type="checkbox"/> Copy in computer readable form*
<p>* If you requested a copy or transcription of a record (above), do you wish the copy or transcription to be posted to you?</p> <p>Postage is payable.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO	

G. Particulars of right to be exercised or protected

If the provided space is inadequate please continue on a separate folio and attach it to this form. The requestor must sign all the additional folios.

1. Indicate which right is to be exercised or protected:

2. Explain why the record requested is required for the exercise or protection of the said right:



H. Notice of decision regarding request for access

You will be notified in writing whether your request has been approved/denied. If you wish to be informed in another manner please specify the manner and provide the necessary particulars to enable compliance with your request.

How would you prefer to be informed of the decision regarding your request for access to the record?

Signed at..... this..... day of20....

SIGNATURE OF REQUESTOR / PERSON ON WHOSE BEHALF REQUEST IS MADE



ANNEXURE B: FEES PAYABLE

1)	Request Fee		R 50.00	
2)	PAIA Manual	For every photocopy of an A4 page or part thereof.	R 1.10	
3)	Reproduction Fees	(a)	For every photocopy of an A4 page or part thereof	R 1.10
		(b)	For every printed copy of an A4 page or part thereof held on a computer or in electronic or machine-readable form	R 0.75
		(c)	For a copy in a computer readable form on -	
			(i) Stiffy disc	R 7.50
			(ii) Compact disc (disk and electronic copy for e-mailing purpose)	R 70.00
		(d)	(i) For transcription of visual images, for an A4 page or part thereof	R 40.00
			(ii) For a copy of visual images	R 60.00
		(e)	(i) For a transcription of an audio record, for an A4 page or part thereof	R 20.00
			(ii) For a copy of an audio record	R 30.00
(f)	Copy of school report	R 50.00		
4)	Access Fees	(a)	For every photocopy of an A4-size page or part thereof	R 1.10
		(b)	For every printed copy of an A4-size page or part thereof held on a computer or in electronic or machine readable form	R 0.75
		(c)	For a copy in a computer-readable form on -	
			(i) stiffy disc	R 7.50
			(ii) compact disc (disk and electronic copy for e-mailing purpose)	R 70.00
		(d)	(i) For a transcription of visual images, for an A4-size page or part thereof	R 40.00
			(ii) For a copy of visual images	R 60.00
		(e)	(i) For a transcription of an audio record, for an A4-size page or part thereof	R 20.00
			(ii) For a copy of an audio record	R 30.00
5)	Search and Preparation	To search for and prepare a record for disclosure, for each hour or part thereof reasonably required for such search and preparation	R 30.00	
6)	Actual postage is payable when a record must be posted to a requestor.			

**ANNEXURE C: GROUNDS FOR REFUSAL OF ACCESS TO RECORDS****A. Section 63: Mandatory protection of privacy of a third party who is a natural person**

The head of a private body must refuse a request for access to a record of that body if its disclosure would involve the unreasonable disclosure of personal information about a third party, including a deceased individual. **However, a record may not be refused if it consists of information:**

- a) About an individual who has consented in writing to the disclosure of the information;
- b) Already publicly available;
- c) Given to the private body by the individual to whom it relates, and that individual was informed by the private body before it is disclosed that the information belongs to a class of information that may already be publicly available;
- d) About an individual's physical or mental health, or well-being, who is under the care of the requestor, and who is under the age of 18 years or incapable of understanding the nature of the request, and further if the disclosure would be in the individual's best interests;
- e) About an individual who is deceased and the requestor is the individual's next of kin, or is making the request with the written consent of the individual's next of kin;
- f) About an individual who is or was an official of a private body, and the information relates to the position or functions of the individual.

B. Section 64: Mandatory protection of commercial information of a third party

- a) The head of a private body must refuse a request for access to a record of that private body if it contains:
 - (i) Trade secrets of a third party;
 - (ii) Financial, commercial, scientific or technical information of a third party, other than trade secrets, where the disclosure thereof would be likely to cause harm to the commercial or financial interests of that third party;
 - (iii) Information supplied to the third party in confidence, and if disclosed would place the third party at a disadvantage in contractual or other negotiations or prejudice the third party in commercial competition.
- b) **However, a record may not be refused if it consists of information:**
 - (i) About a third party who has already consented in writing, to its disclosure to the requestor;
 - (ii) About the results of any product or environmental testing or other investigation supplied by the private body or the results of any such testing or investigation carried out on by or on behalf of the private body and its disclosure would reveal a serious public safety or environmental risk.

C. Section 65: Mandatory protection of certain confidential information of a third party

The head of a private body must refuse a request for access to a record of that body, if its disclosure would constitute an action for breach of a duty of confidence owed to a third party in terms of an agreement.

D. Section 66: Mandatory protection of safety of individuals, and protection of property

- a) The head of a private body must refuse a request for access to a record of that body if its disclosure could reasonably be expected to endanger the life or physical safety of an individual.
- b) The head of a private body may refuse a request for access to a record of that body if its disclosure would be likely to prejudice or impair:
 - (i) The security of a building, structure, or system, including a computer or communication system; a means of transport or any other property;
 - (ii) The methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or part of the public or the security of a building, structure, or system, including a computer or communication system, a means of transport or any other property.

E. Section 67: Mandatory protection of records privileged from production in legal Proceedings

The head of a private body must refuse a request for access to a record of that body, if the record is privileged from production in legal proceedings unless the person entitled to the privilege has waived such privilege.

F. Section 68: Commercial information of a private body

- a) The head of a private body may refuse a request for access to a record of that body if the record:
 - (i) Contains trade secrets of the private body;
 - (ii) Contains financial, commercial, scientific or technical information, other than trade secrets of the private body, and the disclosure thereof would likely cause harm to the commercial or financial interests of that body;
 - (iii) Contains information, the disclosure of which could reasonably be expected to put the private body at a disadvantage in contractual or other negotiations; or prejudice the body in commercial competition;
 - (iv) Is a computer programme as defined in the Copyright Act, No. 98 of 1978, which is owned by the private body, unless it is required to give access to a record in terms of PAIA.

- b) **However, a record may not be refused if it consists of information:**
About the results of any product or environmental testing or investigation (excluding the results of preliminary testing or investigations conducted for developing methods of testing), carried out by or for the public body, and the disclosure thereof would reveal a serious public safety or environmental risk.

G. Section 69: Mandatory protection of research information of a third party, and protection of research information of a private body

- a) The head of a private body must refuse a request for access to a record of that body, if the record contains information about research being carried out or to be carried out, by or on behalf of a third party, and if this were to be disclosed, it would be likely to:
 - (i) Expose the third party, or
 - (ii) the person carrying out the research or will be carrying out the research on behalf of the third party, or
 - (iii) the subject matter of the research, to a serious disadvantage.
- b) The head of a private body may refuse a request for access to a record of that body, if the record contains information about research being carried out or about to be carried out, by or on behalf of the private body, and if this were to be disclosed it would likely to expose:
 - (i) the private body or
 - (ii) the person carrying out the research or will be carrying out the research on behalf of the private body, or
 - (iii) the subject matter of the research to a serious disadvantage.

H. Section 70: Mandatory disclosure in the public interest

- a) Despite the above listed grounds for refusal, the head of a private body must grant a request for access to a record of that body if, the disclosure thereof would reveal evidence of:
 - (i) A substantial contravention of, or failure to comply with the law; or
 - (ii) An imminent and serious public safety or environmental risk; and
- b) the public interest in the disclosure of the record, outweighs the harm contemplated under the ground for refusal

Online Privacy Notice – Forest Town School

1. About the Privacy Notice

- 1.1. Forest Town School strives to ensure that our use of Personal Information of data subjects is lawful, reasonable, and relevant to our business activities, with the ultimate goal of improving our offerings and your experience.
- 1.2. This notice applies to Forest Town School and business units. Reference to “Forest Town School”, “we”, “us” or “our” in this notice means Forest Town School.
- 1.3. Forest Town School respects privacy and is committed to protecting the privacy of visitors to this site. Forest Town School seeks to employ best practice when it comes to the collection and processing of personal information in accordance with the following legislation:
 - 1.3.1. Protection of Personal Information Act 4 of 2013; and
 - 1.3.2. Promotion of Access to Information Act 2 of 2000.
- 1.4. Where we provide links to websites of other organisations, this Privacy Notice does not cover how that organisation processes personal information. If you follow a link to any website, please read the privacy notice of the website you visit before you submit any personal information to such website. Forest Town School is not responsible for information captured and processed on any website linked to our website.
- 1.5. This Online Privacy Notice sets out what we will do with any Personal Information we collect from or about you, or that you provide to us, when you use our services, including our websites and student portals (which we also collectively refer to in this Privacy Notice as the "**Website**") or when you enrol at any of our institutions. **Please read this Privacy Notice carefully to understand our views and practices regarding your Personal Information and how we will treat it.**
- 1.6. It is important that you read this Privacy Notice together with our website terms and conditions and any other document or agreements which describes the manner in which we may provide in specific circumstances when we are collecting or processing personal information about you. This will enable you to properly understand the manner in which Forest Town School will process your Personal Information. This Privacy Notice supplements our website terms and condition and any such other documents and agreements, and this Privacy Notice is not intended to override them.
- 1.7. If you are a consumer, as defined in the Consumer Protection Act 68 of 2008 ("Consumer Protection Act") we have a duty to point out certain important terms to you. The paragraphs which contain these important terms and reasons why they are important are set out below.
 - 1.7.1. Limitations of risk, legal responsibilities and liability are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have. As a result of these clauses, your rights and remedies against us and other persons and entities are limited and/or excluded. These clauses also limit and exclude your right to recover or make claims for losses, damages, liability or harm you or others may suffer. You know and accept that the Internet is not absolutely secure and there is a risk that your Personal Information will not be secure when transmitting over the Internet.

- 1.7.2. Assumption of risk, legal responsibilities and liability to you is important because you take on risk, legal responsibilities and liability. As a result of this clause, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harms, and injury which may be suffered by you and others as stated in this clause. In terms of this clause, you waive your rights and as a result we may not have to perform our duties and you may not become aware of information that you may need to protect yourself.
- 1.7.3. Acknowledgement of fact by you is important because it contains statements which are acknowledgments of fact by you. You will not be able to deny that the statements are true. We may take action against you and may have claims against you as a result of these statements. You will not be able to take any action against us if you suffer harm as a result of these statements.

2. The Personal Information that we collect about you

- 2.1. Forest Town School may collect, receive, record, organise, collate, store, update, change, retrieve, read, process, analyse, use and share your Personal Information in a way set out in this Privacy Notice. When we do one or more of these actions with your Personal Information, we are "**Processing**" your personal information.
- 2.2. "**Personal Information**" refers to private information about an identifiable person (which includes natural persons as well as juristic persons, such as companies or trusts). Personal information does not include information that does not identify a person (including in instances where that information has been de-identified). The type of personal information that we collect about you may differ on the basis of the services that you receive from Forest Town School.
- 2.3. We may process different kinds of personal data about you which we have grouped together as follows:
 - **Identity Data**, which includes information concerning your name, username or similar identifier, marital status, title, date of birth, gender, race and legal status, as well as copies of your identity documents, photographs, identity number, registration number and qualifications.
 - **Contact Data**, which includes billing addresses, delivery addresses, email addresses and telephone numbers.
 - **Financial Data**, which includes bank account and payment card details, insurance information, and financial statements.
 - **Transaction Data**, which includes details about payments to and from you.
 - **Service Data**, which includes information concerning your interactions with Forest Town School as well as your performance in Forest Town School administered educational courses.
 - **Security Data**, which may include records of your access to our facilities, as well as CCTV camera footage of you on or nearby our premises.
 - **Technical Data**, which includes your internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access the Website.

- **Usage Data**, which includes information about how you use our Website, products and services; and
 - **Marketing and Communications Data**, which includes your preferences in receiving marketing from us and our third parties and your communication preferences.
- 2.4. If any of the information you provide to us:
- 2.4.1. contains special personal information such as health, religion, ethnic or race information, your consent is the lawful basis on which we rely to process such information unless any other lawful basis exist allowing us to process such information.
- 2.4.2. contains the processing of personal information of children (minors), for instance information given to us about a child during a complaint resolution process, this processing of personal information of children may only be carried out with the prior consent of the competent person such as a parent or legal guardian, unless lawful basis exist allowing us to process such information without the aforementioned consent.
- 2.5. We do not provide services directly to children, and our site is not available for use by any person under the age of 18 years without consent and supervision from a competent person such as parent or a legal guardian. This Privacy Notice also applies in a case where a child makes use of our website with the consent from a competent person. Use of our website by a child without the relevant consent from a competent person is prohibited.
- 2.6. Forest Town School may also process, collect, store and/or use aggregated data, which may include historical or statistical data ("Aggregated Data") for any purpose. Aggregated Data could be derived from your personal information but is not considered personal information as this data will not directly or indirectly reveal your identity. However, if we combine or connect Aggregated Data with your personal information so that it can directly or indirectly identify you, we will treat the combined data as personal information which will be used in accordance with this Privacy Notice.

3. How we collect your Personal Information

We collect your personal information in three ways, namely:

- through direct or active interactions with you;
- through automated or passive interactions with you; and
- from third parties.

3.1. Direct or active collection from you

We may require you to submit certain information in order for you to access certain portions of the Website and to enable us to provide certain services to you (e.g. providing further requested information, enrolling in a school, prospectus ordering etc.) or to conclude an agreement with us, or to fulfil our statutory obligations. We also collect information directly from you when you communicate directly with us, for example via e-mail, telephone calls, feedback forms, site comments and forums. If you contact us, we may keep a record of that correspondence. The information we

may actively collect from you may include any of the information listed in section 2 of this Privacy Notice.

3.2. Passive collection from your Access Device

We passively collect some of your personal information from devices that you use to access and navigate through the Website or to access any network administered by Forest Town School (each an "**Access Device**"), using various technological means. The information which we passively collect from your Access Device may include your Identity Data, Contract Data, Security Data, Technical Data, Usage Data, Marketing and Communications Data, and any other information which you permit us, from time to time, to passively collect from your Access Device.

3.3. Information collected from third parties.

Forest Town School may receive personal information about you from various third parties and public sources and will treat that information with due care.

4. How the Information Collected is Used

4.1. Personal information provided to Forest Town School by you will only be used for the purposes stated when the personal information is requested.

4.2. We may use your personal information:

- to provide our services to you, as well as any goods that you may purchase from us (including goods you purchase from our parent portal);
- to administer our various education programmes;
- to operate our facilities;
- to comply with our statutory obligations, including submissions to the Companies and Intellectual Property Commission, as well as interacting with regulatory authorities;
- to conduct business case analysis;
- to conduct Forest Town School's recruitment exercises, including referrals, and hiring processes, including the capturing of a job applicant's details and the providing of status updates to such a job applicant. In this context Forest Town School will conduct criminal record and credit checks;
- to retain and make information available to you on the Website;
- to provide you with marketing that is relevant to you, or to direct information concerning Forest Town School;
- maintain and update our customer, or potential customer databases;
- to establish and verify your identity on the Website;
- diagnose and deal with technical issues, customer support queries and other user queries;
- operate, administer, maintain, secure and develop the Website and the performance and functionality of the Website;
- to protect our rights in any litigation;
- detect, prevent or deal with actual or alleged fraud, security or the abuse, misuse or unauthorised use of the Website and/or contravention of this Privacy Notice or any of the terms and conditions that apply to the use of the Website;
- communicate with you and keep a record of our communications with you and your communications with us;

- inform you about any changes to the Website, the Privacy Notice or other changes which are relevant;
 - to create user profiles and analyse and compare how you and other users make use of the Website, including (without limitation) habits, click-patterns, preferences, frequency and times of use, trends and demographics;
 - to analyse and compare the kinds of Access Devices that you and other users make use of and where you are using them; and
 - for any other purposes relevant to our business activities, provided they are lawful.
- 4.3. Demographical and statistical information about user behaviour may be collected and used to analyse the popularity and effectiveness of Forest Town School websites. Any disclosure of this information will be in aggregated and anonymised form and will not identify individual users.
- 4.4. Forest Town School will restrict its processing of your Personal Information to the original purposes for which it was collected, unless Forest Town School reasonably considers that it is required to be processed for another purpose and that purpose is compatible with the original purpose. If you would like us to explain how the further processing for the new purpose is compatible with the original purpose, please contact us.

5. Sharing of your Personal Information

- 5.1. We will not intentionally disclose, for commercial gain or otherwise, your Personal Information other than as set out in this Privacy Notice or without your permission.
- 5.2. Forest Town School may share your Personal Information under the following circumstances:
- 5.2.1. to our agents, advisers, service providers and suppliers which have agreed to be bound by this Privacy Notice or on terms which offer the same level of protection as this Privacy Notice;
 - 5.2.2. to our employees, suppliers, service providers and agents if and to the extent that they need to know the information in order to provide the services for or to us for which they have been appointed, such as hosting, development and administration, technical support and other support services relating to the Website or the operation of the Forest Town School business. We will authorise any information processing done by a third party on our behalf, amongst other things by entering into written agreements with those third parties governing our relationship with them and containing confidentiality and non-disclosure provisions;
 - 5.2.3. in order to enforce or apply any other contract between you and us;
 - 5.2.4. in order to protect our rights, property or safety or that of our learners, parents, employees and prospective employees, contractors, candidates and prospective candidates, suppliers, service providers, agents and any other third party;
 - 5.2.5. in order to mitigate any actual or reasonably perceived risk to us, our learners, parents, employees and prospective employees, contractors, candidates and prospective candidates, agents or any other third party; and

- 5.2.6. to governmental agencies, exchanges and other regulatory or self-regulatory bodies if required to do so by law or if we reasonably believe that such action is necessary to:
- comply with the law or any legal process;
 - protect and defend the rights, property or safety of Forest Town School, or our customers, employees and prospective employees, contractors, candidates and prospective candidates, suppliers, service providers, agents or any third party;
 - detect, prevent or deal with actual or alleged fraud, security or technical issues or the abuse, misuse or unauthorized use of the Website and/or contravention of this Privacy Notice; and
 - protect the rights, property or safety of members of the public. If you provide false or deceptive information about yourself or misrepresent yourself as being someone else, we may proactively disclose such information to the appropriate regulatory bodies and/or commercial entities.

6. How we Store Information Collected

- 6.1. Personal information is held only as long as is necessary to provide the services to you or as may be required in terms of legislation (including prescription periods) and business requirements, whichever period is the longest. The details of this are available on request to the Forest Town School Information Officer in the form of the Forest Town School Data Retention Notice.
- 6.2. Personal information that you provide to us will be stored electronically on our servers or those of our service providers, as well as in hard copy format (at times), with reasonable organisation and technical safeguards in place to protect this personal information. However, we do work with third party contractors, some of whom host and operate certain features of the website.
- 6.3. If you subscribe for data, news, announcements, alerts or any such information to be emailed to you from Forest Town School, we will hold your details on our database until such time as you chose to unsubscribe from this service. You may do this at any stage by selecting the appropriate option in the alerts section of this site.
- 6.4. We may keep and process some or all of your personal information if and for as long as:
- we are required or permitted by law or a contract with you to keep it;
 - we reasonably need it for lawful purposes related to our functions and activities;
 - we reasonably need it for evidentiary purposes; or
 - you agree to us keeping it for a specified further period.
- 6.5. To determine the appropriate retention period for personal information, Forest Town School will consider, among other things, the quantity, nature and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means. Forest Town School will always comply with applicable legal, regulatory, tax, accounting or other requirements as they pertain to the retention of personal information.

7. Quality and Protection of your Information

- 7.1. We make every effort to keep the personal information we hold updated, complete and accurate. It is your duty to provide Forest Town School with your most up to date personal information and you can do so in the following ways:
- You may e-mail our office to update your information:
info@fts.org.za
- 7.2. Forest Town School strives to ensure the security of personal information we hold by taking reasonable measures to prevent destruction, unlawful access and loss of personal information. Any compromise of data integrity or confidentiality will be reported to you by written notice.
- 7.3. Even by taking the above measures when processing personal information, we do not guarantee that your personal information is 100% secure.
- 7.4. Please contact us by email at the aforesaid email address if you:
- Require access to any of your personal information we have on our database; or
 - Wish to notify us of any change, modification or correction; or
 - Would like to have your personal information removed from our records.
- We will require suitable proof of identity from you before we can action any of the above requests.

8. How We Use “Cookies”

In so far as our web pages use ‘cookies’, a cookie is a small file of letters and numbers that we place on your computer or mobile device. These cookies allow us to distinguish you from other users and assist us to provide you with a good experience when browsing our website. It also allows us to improve our website.

9. Access to Information

The Promotion of Access to Information Act, 2000 gives you the right to access information held about you. For further information about this right and how to exercise it, please see Forest Town School’s PAIA Manual available at www.foresttownschool.co.za

10. You give up some of your rights

You agree that where the law requires us to make you aware of something (to inform or notify you) or to do something else, we do not have to do this. This only applies as far as the law allows this.

For example, sometimes the law says that we have a duty to make you aware of some information or other matters, unless you agree that we do not need to do these things (this is called a waiver of rights). Because you agree to this, we will not have this duty anymore and will not need to make you aware of the information or other matters.

11. Your rights

Please note that, under certain circumstances, you may have rights under data protection laws in relation to your personal information:

- 11.1. **Request access to your personal information** (commonly known as a "data subject' access request"). This enables you to receive a copy of the personal

information that Forest Town School has about you. We may refuse your request for access or disclosure of your personal information if any of the grounds permitted in law applies.

- 11.2. **Request correction of the personal information that we hold about you.** This enables you to ensure that any incomplete or inaccurate data that Forest Town School holds about you is corrected. To exercise this right, you should contact us via email and inform us that your data is incomplete and/or inaccurate. You will need to point out what you believe is inaccurate or incomplete and explain to us how we should correct or complete it as well as provide us with the evidence of inaccuracies where available. On receipt of your request we will, as soon as reasonably practicable, correct or complete your personal information.
- 11.3. **Request erasure of your personal data.** This enables you to request that Forest Town School delete or remove personal information where there is no lawful basis for us continuing to process or retain it. You also have the right to ask us to delete or remove your personal information where you have successfully exercised your right to object to the processing thereof where we may have processed your information unlawfully or where we are required to erase or de-identify your personal information to comply with applicable law. Forest Town School may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- 11.4. **Withdraw consent at any time where we are relying on consent to process your personal information.** This will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at any time you withdraw your consent. Please note that we may continue to process your personal information in certain instances where we are not relying on your consent.
- 11.5. **Right to object.** You have a right to object in accordance with applicable data protection or privacy legislation, at any time, from us processing or using your personal information and we may no longer process your personal information. Should you require to exercise your right to object, you should inform us that you do not want us to process your personal information and state the reasons why we should stop using such personal information to which you object. Should we not have any lawful basis for processing the information you object to, we would stop using such personal information objected to successfully, unless data protection or privacy legislation or other agreements with you provide us with a lawful basis for or justifies us in continuing to process such information, and we will inform you of the result of your objection.

12. Consumer Protection Act and Protection of Personal Information Act

- 12.1. If any party of this Privacy Notice is regulated by or subject to the Consumer Protection Act 68 of 2008 ("**CPA**") or the Protection of Personal Information Act 4 of 2013 ("**POPIA**"), it is not intended that any part of this Privacy Notice contravenes any provision of the said legislation. Therefore, all provisions of this Privacy Notice must be treated as being qualified, to the extent necessary, to ensure that the provisions of CPA and POPIA are complied with.

- 12.2. No provisions of this Privacy Notice (or any contract governed by this Privacy Notice):
- 12.2.1. does or purports to limit or exempt us or any person or entity from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;
 - 12.2.2. requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
 - 12.2.3. limits or excludes any warranties or obligations which are implied into this Privacy Notice (or any contract governed by this Privacy Notice) by CPA or POPIA (to the extent they are applicable) or which we give under CPA or POPIA (to the extent they are applicable), to the extent that the law does not allow them to be limited or excluded.

13. Governing Law

To the maximum extent possible, South African law applies to this Privacy Notice. If any provision of this Privacy Notice is found to be illegal, void or unenforceable due to applicable law or by order of a court of a competent jurisdiction it shall be deemed deleted and the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

14. Changes to our Online Privacy Notice

Any changes we may make to our Privacy Notice in the future will be posted on this page.

15. Contact

Any queries or concerns about privacy on this website should be sent by email to info@fts.org.za