

2021



DIGNITY.DIVERSITY.DEVELOPMENT

Jacaranda College & Pre-Primary

WEBSITE AND SOCIAL MEDIA USE POLICY

OFFICIAL POLICY DOCUMENT

**“Change the changeable, accept the
unchangeable and remove the yourself
from the unacceptable.”**

Jane Travis



OFFICIAL POLICY DOCUMENT

Document Name	Website and Social Media Use Policy (including Customer Notice in terms of Privacy)		
Document Number	ICT/01/ Website and Social Media Use Policy (including Customer Notice in terms of Privacy)		
Co-ordinating Board Member	Lizelle Cambell-Wilson		
Contact	083 275 8049		
Designed by	Lizelle Cambell-Wilson / Compliance		
Status	Draft Version	<input type="checkbox"/>	Final Approved Version <input checked="" type="checkbox"/>
Approved by	The Joint School Board: Jacaranda College & Pre-Primary		
Date Approved	29 June 2021		
Effective Date	1 July 2021		
Date of Next Review	30 March 2023		
Related Policies	Admission Policy	Employee Manual	
	Parent's Contract	Statements of Purpose, Values and Ethics	
	Quality Management and Assurance Policy	Relationships with Government and Other Organisations Policy	
	Jacaranda College & Pre-Primary Governance Policy	Records and Data Management Policy	
	Financial Policy and Procedure	Parents' and Employee Relations and Grievance Procedure	
	Support of Constitutional Values and the Principles of the National Qualifications Framework Policy	All Policies relating to the use of information and communications technology, devices, platforms, and media	
Audience / Applicable to	Whole School	<input checked="" type="checkbox"/>	Jacaranda Pre-Primary
	Jacaranda College	<input type="checkbox"/>	Specified Functional Unit: N/A



WEBSITE AND SOCIAL MEDIA USE POLICY (INCLUDING CUSTOMER NOTICE IN TERMS OF PRIVACY)

1. Legislative Framework

- Protection of Personal Information Act
- The Companies Act
- The Companies Regulations
- King III (Code of Governance Principles)
- The Employment of Educators Act
- The South African Constitution
- The South African Schools Act
- The Gauteng Schools Act
- Interim Policy for Early Childhood Development
- The Promotion of Administrative Justice Act
- The Financial Intelligence Centre Act
- The Income Tax Act, and Income Tax Amendment Act
- The Basic Conditions of Employment Act and the Basic Conditions of Employment Amendment Act
- The Occupational Injuries and Diseases Amendment Act
- The Labour Relations Act and the Labour Relations Amendment Act
- The Promotion of Access to Information Act
- The South African Audit Standard (SAAS): Risk Assessments and Internal Controls
- The Generally Accepted Accounting Practices (GAAP)
- International Financial Reporting Standards (IFRS)
- The National Payment Systems Act

2. Preamble

The Jacaranda College & Pre-Primary Website and Social Media Use Policy provides the terms and conditions, procedures and restrictions which must be followed by all users of the School's Website and various Social Media platforms and applications including but not limited to current and prospective customers, staff, and learners.

This policy also provides the relevant guidelines that the School will use to administer these policies, with the correct procedure to follow.

The guidelines will be kept current and up to date, with relevant changes and amendments being made as, and when needed.

This Policy will be available on the School's Website and request from reception@jacarandacollege.co.za.

This policy also serves to state how the School will honour the provisions of the Protection of Personal Information Act in terms of any stakeholder of the School whether such personal information was obtained via our Website, Social Media platforms or applications, admission to, or employment at either Jacaranda College or Jacaranda Pre-Primary.

The purpose of the Protection of Personal Information Act (POPIA), as defined by the Act itself, *is to protect personal information, to strike a balance between the right to privacy and the need for the free flow of, and access to information, and to regulate how personal information is processed.*

The Act applies to any individual without bias and to those who are in the possession of any personal information belonging to another unless those records are subject to other legislation which protects such information more strictly. The Act regulates the "processing" of personal information. By "processing" the Act refers to the collecting, receiving, recording, organising, retrieving, or use of any such information; and the distribution or sharing of any such information.

3. Practical Application

Users of the School's Website or Social Media platforms or applications must read the "Website and Social Media Terms and Conditions of use before continuing to browse the Website or Social Media platform and applications. The use of these is governed by the terms and conditions stipulated below in this Policy. By using these platforms or applications, you agree to be bound by all terms and conditions, including any privacy statements (which are deemed to be incorporated in the terms and conditions) that appear on the School's Website and Social Media platforms and applications including any amendments thereto.



If a user does not agree to be bound by these terms and conditions s/he must immediately cease browsing or using these platforms or applications.

A. Definitions and Interpretation

- i. "School" means Jacaranda College (Pty) Limited and/or Nature's Best Investment (Pty) Limited trading as Jacaranda Pre-Primary.
- ii. The "user" means any person who accesses the School's Website or Social Media platforms or applications for any purpose.
- iii. "Website" means the Website or Websites of the School at URL www.jacarandacollege.co.za or such other URL as the School may choose from time to time.
- iv. "Social Media" means any computer or digital-based technology that facilitates the sharing of information, thoughts, and information through the building of virtual networks and communities. Content includes personal information, documents, videos, and photos. Users engage with social media via a computer, tablet, smartphone or other digital devices via web-based software or applications.

B. Use subject to these Terms and Conditions

- i. The User's access, browsing and use of the School Website or Social Media are governed by these terms and conditions. By accessing and browsing the Website or Social Media the user agrees to be bound by these terms and conditions from the time when first accessing the Website or Social Media and to any amended terms and conditions from the first time that the User accesses the Website or Social Media after amended terms and conditions becoming effective.
- ii. If the User does not agree to these terms and conditions, the User must immediately cease your of the Website or Social Media.
- iii. These terms and conditions include the School's Privacy Statement, governing the School's processing of any personal information which may be provided to it through the use of the Website or Social Media. The School's Privacy

Statement may be accessed and read under clause 3.L hereunder.

- iv. Due to legal and other developments, the School may amend these terms and conditions. The version of the terms and conditions effective for the Website and Social Media is indicated by the effective date incorporated in the table on page 2 of the Policy document. The User must remain apprised of the current version's terms and conditions. The date indicated under the "Effective Date" in the table is the effective date that governs the browsing and use of the Website and Social Media from that date until the next revision of these terms and conditions becomes effective.
- v. By continuing to browse or use the Website or Social Media after any amended terms and conditions become effective, the User agrees to be bound by the amended terms and conditions.

C. Content

- i. All information accessed or browsed using the School's Website or Social Media is provided "as is".
- ii. While the School shall endeavour to ensure that all material published on the website is accurate at the time of its publication, it gives no warranties as to the accuracy of the information and the information does not represent legal advice. The use of the information is entirely at the User's own risk and no liability will arise against the School resulting from the User browsing the Website or Social Media or using the information provided on the thereon.
- iii. The School does not warrant that the Website or Social Media or the delivery, hosting and ancillary services or facilities of third-party suppliers utilised by the School will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component.
- iv. The User will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this website.



D. Acceptable Use Guidelines

Users should use the School's Website and Social Media as follows:

- i. Strive to have polite, open, and honest dialogues and interactions respecting the dignity and rights of others.
- ii. The School will correct inaccurate or misleading postings promptly. The School will not delete posts unless they violate the terms and conditions of this Policy or the Acceptable Use Guidelines of this clause. Most changes will be made by adding to posts and the School will mark any additions.
- iii. The School will disclose conflicts of interest.
- iv. The School's standards in terms of its Business Code of Conduct and Ethics will guide what is written on any of the Website or Social Media platforms or applications. There are some topics that the School will not comment on such as information about financials, intellectual property, trade secrets, management changes, personal information, shareholder issues, and contractual agreements with alliance partners, customers, and suppliers.
- v. The School will provide links to relevant material available on other third-party blogs, websites, or social media. The School will disclose any sources fully through credits, links, and trackbacks unless the source has requested anonymity.
- vi. Respect goes both ways - use good judgment in posts and respond respectfully.
- vii. Be mindful of the information shared - any personally identifiable information shared may be seen by anyone with access to the School's Website or Social media unless it is provided in a secure form.
- viii. Respect intellectual property rights.
- ix. The recording of still images, filmed images or audio of staff or other learners without express written permission from the School, and the distribution of such images, is strictly forbidden.
- x. Any visual or audio file shared with others must be appropriate to the audience of an institution concerned with education and childcare.
- xi. Comments and postings will be reviewed against School policies, the rights of the School and the rights of individuals.
- xii. The School will post and respond to comments promptly. Responses after or before normal School hours cannot be expected. Responses from academic faculty during formal instruction time or during formal training times from sports faculty cannot be expected. Responses will normally follow within one business day.
- xiii. Deliver constructive criticism only. Making inappropriate, offensive, or unkind comments, including through emojis and/or images, will not be tolerated and will be deleted.
- xiv. Posts or comments that are spam, inappropriate, polarising, racist, bias, defamatory, use profanity, or otherwise violate School policies will be deleted and where appropriate reported to the necessary authorities.
- xv. Direct specific customer support inquiries, comments, or complaints through the School's normal customer service channels.
- xvi. Existing customer complaints must follow the regulations set out in the Parent Relations and Grievance Procedure of the School and may not be addressed on the Website or Social Media. Using these channels and procedures will allow concerns to get to the correct support representatives on time.
- xvii. Specific enquiries from existing stakeholders (customers, suppliers, or staff) relating to finance, administration, academic or sports and extra-curricular must be addressed using the School's O365 Teams application.
- xviii. Be polite. Users are having a conversation with the School's learning community.
- xix. Be responsible and sensitive in using profile icons/photos.
- xx. The Website or Social Media may only be sued for lawful purposes. Users may not use the Website or Social Media:
 - a. in any way that breaches any applicable local, national, or international law or regulation.



- b. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- c. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- d. to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- xxi. Users may not access without authority, interfere with, damage, or disrupt any part of the Website or Social Media.
- xxii. Users may not interfere with, damage, or disrupt any software used in the provision of the Website or Social Media.
- xxiii. Users must take note that access, use and content of the School's Website and Social Media is monitored and reviewed by administrators to manage performance, security and compliance to the terms and conditions of this Policy. The School will determine, in the sole discretion of its Information Officer, whether there has been a breach of this Policy and the Acceptable Use Guidelines. When a breach of this Policy has occurred, the School may take any such action as it deems appropriate.

E. Third-Party Sites

The Website or Social Media may contain hyperlinks to websites owned and/or operated by third parties. The School is not responsible for the content of such websites and does not endorse or approve the contents thereof.

The fact that a website is linked to the School Website or Social Media does not imply that the School sponsors, endorses or is affiliated or associated with the entity that owns or is responsible for the website. Consequently, the School is not liable for the operation and content of any third-party websites that may be linked to the Website or Social Media of the School (regardless of whether or not a link has been permitted by the School).

F. Intellectual Property

- i. Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and/or object code and all other works contained in the School Website or Social Media are owned by the School, which asserts and reserves all of its rights in this regard. Access to or use of the Website and Social Media will not in any way result in an assignment or license of any intellectual property owned by the School or any other party.
- ii. The contents on the Website or Social Media may not be transmitted, transcribed, reproduced, stored, or translated into any other form without the prior written permission of the School. However, the School permits Users to display Website and Social Media content on computers and to print, download and use the underlying HTML, text, graphics, audio clips, video clips and other works available to Users provided that:
 - a. it is for personal use.
 - b. it is shared in the interest of sharing the achievements of a learner or the School with family or friends of the User.
 - c. the User does not modify the content.
 - d. the User acknowledges the School and the source including the reference Website or Social Media post.
 - e. this permission may be revoked at any time by the School.
- iii. No other use of the Website or Social Media is permitted.
- iv. The commercial use of the content of the Website or Social Media is strictly prohibited. It may not be included in or with any product that a User may create or distribute.
- v. The content may also not be copied onto the User's own or another's website, without the prior written consent of the School.
- vi. Enquiries relating to the use of the content from the School Website or Social Media may be made to reception@jacarandacollege.co.za.



G. Linking, Framing and Crawling

- i. The prior written authority of the School is required before any hyperlink is created. Authority, if granted, will be subject to the condition that the party linking to the Website or Social Media alerts users to the application of these terms and conditions. Requests for authority must be obtained by emailing reception@jacarandacollege.co.za.
- ii. Permission to link to the Website or Social Media will be granted strictly without the assumption of any liability on the part of the School and the School shall reserve the right to withdraw permission granted to link to its Website or Social Media at any time and at the sole discretion of the School's Information Officer.
- iii. Framing is strictly prohibited without the prior written authority of the School, which may be subject to conditions solely at the discretion of the Information Officer of the School. This applies to any Website or Social Media pages and/or any of the information contained on the Website or Social Media. Requests for authority can be emailed to reception@jacarandacollege.co.za.
- iv. Except for the use of bona fide search engine and the search facility provided on the website for users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website or Social Media for any purpose without the prior written consent of the School. Any attempt to do so, whether successful or not, will be considered a security breach and in contravention of the Electronic Communications and Transactions Act.

H. No Offer

- i. The information, tools and material presented on the Website and Social Media are provided to the User for informational purposes only and are not to be considered as a formal offer for admission at the School or an unauthorised sales solicitation.

- ii. The Website and Social Media do not constitute professional advice or recommendation concerning such school admission, neither do they void the normal admission procedures of the School.

I. Bugs or Viruses

- i. The School does not guarantee that the Website or Social Media will be secure or free from bugs or viruses.
- ii. The User is responsible for configuring his or her personal information technology, computer programs and platform to access the Website or Social Media. The User should use his or her personal virus protection software.
- iii. The User must not misuse the Website or Social Media by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- iv. Users must not attempt to gain unauthorised access to the Website, Social Media, the server on which such is stored, or any server, computer or database connected to the School Website or Social Media. The User must not attack the Website or Social Media via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, the User would commit a criminal offence and the School will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing the User's identity to them. In the event of such a breach, the User's right to use the Website or Social Media will cease immediately.

J. Accessing the Website or Social Media

- i. The School does not guarantee that its Website or Social Media, or any content on it, will always be available or be uninterrupted. Access is permitted temporarily. The School may suspend, withdraw, discontinue, or change all or any part of its Website or Social Media sites without notice. The School will not be liable to the User for any reason if the Website or any Social Media is unavailable at any time or for any period.



- ii. The User is responsible for making all arrangements necessary to have access to the Website or Social Media.
- iii. The User is also responsible for ensuring that all persons who access the Website or Social Media through the User's internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.
- vi. While the School will take appropriate security precautions to protect the Website and Social Media against abuse by third parties, by accessing and browsing the Website or Social Media, the User accept that no liability will lie against the School for any damages caused to the User by the malicious interference with the operation of its Website or Social Media, and/or any destructive data or code that may be communicated to computers or information systems used by the User as a result of access and browsing of the Website or Social Media.

K. Security

- i. Any person who in any manner interferes with the data or information displayed on this website in any way which causes it to be modified, destroyed, or otherwise rendered ineffective or inaccurate, acts contrary to the provisions of the Electronic Communications and Transactions Act 25 of 2002 and is guilty of an offence.
- ii. Any person who in any manner interferes with any third party's access to this website or denies access to the website, whether partial or absolute, is guilty of an offence in terms of the Electronic Communications and Transactions Act 25 of 2002.
- iii. Any attempt to commit or aid and abet someone in the commission of the offences referred to in K(i) or K(ii) is guilty of an offence in terms of the Electronic Communications and Transactions Act 25 of 2002.
- iv. The School will, as it may be advised, cause the prosecution of any person who is guilty of an offence described in K(i) or K(ii).
- v. The School will, as it may be advised, institute appropriate action to obtain relief against the perpetrator of the actions contemplated in K(i), K(ii) and K(iii), to recover any damages that it may suffer and to protect the School Website and Social Media against defacement, unauthorised amendment of content and disruption of the use of the website.

L. Protection of Privacy (Privacy Statement)

- i. The School is strongly committed to protecting personal data. This privacy statement describes why and how it collects and use personal data and provides information about individuals' rights concerning personal data. It applies to personal data provided to the School, both by individuals themselves and by others. The School may use personal data provided for any of the purposes described in this privacy statement or as otherwise stated at the point of collection.
- ii. In this privacy statement, the School refers to information about the User or information that identifies the User as "personal data" or "personal information". The School also sometimes collectively refer to handling, collecting, protecting, or storing personal information as "processing" such personal information.
- iii. The School processes personal data for numerous purposes. Its policy is to be transparent about why and how it processes personal data.
- iv. The School uses personal data for the following purposes:
 - a) Providing professional services to clients:
The School provides a diverse range of professional education and childcare services. Some services require the School to process personal data to provide advice and deliverables.



b) Administering, managing, and developing the School as a business and educational institution. This includes:

- Managing relationships with clients and prospective clients.
- Developing businesses and services (such as identifying client needs and improvements in service delivery).
- Administering and managing IT systems, websites, and applications.
- Hosting or facilitating the hosting of events.

c) Security, quality, and risk management activities:

The School have security measures in place to protect it and its clients' information (including personal data), which involve detecting, investigating, and resolving security threats. Personal data may be processed as part of the security monitoring that the School undertakes; for example, automated scans to identify harmful emails. The School monitor the services provided to clients for quality purposes, which may involve processing personal data stored on the relevant client file. The School have policies and procedures in place to monitor the quality of its services and manage risks concerning client engagements. It collects and holds personal data as part of client engagement and acceptance procedures. As part of the School's client and engagement acceptance, it carries out searches using publicly available sources (such as internet searches and sanctions lists) to identify politically exposed persons and heightened risk individuals, organisations, and check that there are no issues that would prevent the School from working with a particular client (such as sanctions, criminal convictions, poor financial management or payment histories, conduct or other reputational issues).

d) Providing clients and prospective personal clients with information about the School and its range of services:

The School uses client and prospective client contact details to provide information that it thinks will be of interest about the school and its services under permissions required by law. This includes sectoral or regulatory updates and insights, and other services that may be relevant and invite to events.

e) Complying with a requirement of law, regulation, or a professional body of which the School is a member:

As with any provider of professional services, the School is subject to legal, regulatory, and professional obligations. It needs to keep certain records and report certain data to demonstrate that School services are provided in compliance with those obligations and those records may contain personal data.

f) Improving and developing School services:

The School is continually looking for ways to help clients and to improve its business and services including the provision of the academic program of the School. Where agreed with clients, the School may use information that it receives in the course of providing professional services for other lawful purposes, including analysis to better understand a particular issue, provide insights back to learners and their parents, to improve the School's business, service delivery and offerings and to develop new technologies and offerings. To the extent that the information that the School receives in the course of providing professional services contains personal data, it will de-identify the data before using the information for these purposes.

v. National law requires the School to set out in this privacy statement the legal grounds on which the School rely to process personal information. In such cases, it relies on one or more of the following processing conditions:



- a) its legitimate interests in the effective delivery of information and services to the User and the effective and lawful operation of the School's business and the legitimate interests of its clients in receiving professional services from the School as part of running its institution (provided these do not interfere with Users' rights).
- b) the School's legitimate interests in developing and improving its business, services, and offerings and in developing new educational technologies and offerings (provided these do not interfere with User rights).
- c) to satisfy any requirement of law, regulation, or a professional body of which the School is a member (for example, for some of its services such as the provision of academic program services, the School has a legal obligation to provide the service in a certain way and to report performance at certain times to certain authorities).
- d) to perform the School's obligations under a contractual arrangement with the User.
- e) where no other processing condition is available if the User has agreed to the School processing its personal information for the relevant purpose.

vi. Transfers of personal data

a) Cross-border transfers

If the School process personal information, such personal information may be transferred to and stored outside the country where Users are located. This includes countries that do not have laws that provide specific protection for personal information.

b) Third-Party Providers

The School may transfer or disclose the personal data it collects to third party contractors, subcontractors, and/or their subsidiaries and affiliates.

Third parties support the provision of services (pedagogical and management information services such as learner- and parent-administration) in providing its services and help provide, run, and manage IT systems. Examples of third-party contractors the School uses are providers of learning software, document storage, website hosting and management, data analysis, data backup, security, and cloud storage services.

The servers powering and facilitating the School's IT infrastructure are located in secure data centres around the world, and personal data may be stored in any one of them.

The third-party providers may use their third-party subcontractors that have access to personal data (sub-processors). It is the School's policy to use only third-party providers that are bound to maintain appropriate levels of security and confidentiality, to process personal information and to flow those same obligations down to their sub-processors.

vii. Other disclosures

viii. The School may also disclose personal information under the following circumstances:

- a) with professional advisers, for example, law firms, as necessary to establish, exercise or defend the School's legal rights and obtain advice in connection with the running of its business. Personal data may be shared with these advisers as necessary in connection with the services they have been engaged to provide.
- b) when explicitly requested by the User.
- c) when required to deliver publications or reference materials requested by the User.
- d) when required to facilitate conferences or events hosted by a third party.



- e) to law enforcement, regulatory and other government agencies and professional bodies, as required by and/or under applicable law or regulation. The School may also review and use personal information to determine whether the disclosure is required or permitted.

ix. Security

- a) The School has implemented generally accepted standards of technology and operational security to protect personal information from loss, misuse, alteration, or destruction.
- b) Only authorised persons are provided access to personal information; such individuals have agreed to maintain the confidentiality of this information.
- c) Although the School uses appropriate security measures once it has received personal data, the transmission of data over the internet (including by e-mail) is never completely secure. The School endeavours to protect personal data, but it cannot guarantee the security of data transmitted to or by the School.

- b) the School's legal ground for processing is consent, the User withdraws consent and the School has no other lawful basis for the processing.
- c) the School's legal ground for processing is that the processing is necessary for legitimate interests pursued by the School or a third party, the User objects to the processing and the School does not have overriding legitimate grounds.
- d) the User objects to processing for direct marketing purposes.
- e) the User's personal data has been unlawfully processed.
- f) the User's personal data must be erased to comply with a legal obligation to which the School is subject.

iv. The right to restrict personal data processing in the following cases:

- a) for a period enabling the School to verify the accuracy of personal data where the User contested the accuracy of the personal data.
- b) the User's personal data have been unlawfully processed and the User requests the restriction of processing instead of deletion.
- c) the User's personal data are no longer necessary concerning the purposes for which they were collected and processed but the personal data is required by the User to establish, exercise, or defend legal claims.
- d) for a period enabling the School to verify whether the legitimate grounds relied on by the School override the User's interests where s/he has objected to processing based on it being necessary for the pursuit of a legitimate interest identified by the School.

M. User's Legal Rights concerning Personal Data

The User has rights concerning the personal information the School holds. In particular, the User may have a legal right to:

- i. Obtain confirmation as to whether the School processes personal data about him or her, receive a copy of his or her personal data and obtain certain other information about how and why the School processes their personal data.
- ii. The right to request for their personal data to be amended or rectified where it is inaccurate (for example, if s/he change their address) and to have incomplete personal data completed.
- iii. The right to delete their personal data in the following cases:
 - a) the personal data is no longer necessary concerning the purposes for which they were collected and processed.

JACARANDA COLLEGE & PRE-PRIMARY

Telephone: (012) 661-9222 / 661-5991

Email: schools@jacarandacollege.co.za

Website: www.jacarandacollege.co.za

Registration Numbers: Nature's Best Investment (Pty) Ltd t/a Jacaranda Pre-Primary 9616016/07 / Jacaranda College (Pty) Limited 2012/049915/07



v. The right to object to the processing of the User's personal data in the following cases:

- a) the School's legal ground for processing is that the processing is necessary for a legitimate interest pursued by the School or a third party; or
- b) the School's processing is for direct marketing purposes.

vi. The right to data portability:

- a) The right to receive the User's personal data provided by the User to the School and the right to send the data to another organisation (or ask the School to do so if technically feasible) where the School's lawful basis for processing the personal data is consent or necessity for the performance of the School's contract with the User and the processing is carried out by automated means.

vii. The right to withdraw consent:

- a) Where the School processes personal data based on consent, individuals have a right to withdraw consent at any time. The School does not generally process personal data based on a consent only (as it can usually rely on another legal basis e.g., the permissions automatically granted in terms of the application for admission to the School).

N. Changes in Policy and Privacy Statements

Users are hereby advised that the Joint School Board of Jacaranda College & Pre-Primary reserves the right at any time and in its sole discretion to vary the terms and conditions in this Policy and the Privacy Statement herein. Any such changes shall immediately be advised by publishing an updated version to the School's Website. Users will know that the School made changes by referring to the Document Number and Version Date in the Table on page 2 to this Policy. The new modified or amended terms and conditions and Privacy Statement will apply from that revision date. Therefore, the School encourages Users to review this Policy and Privacy Statement periodically to be informed about the terms and conditions of the use of the Website or Social Media or how the School is protecting personal information.

O. Contact Details

- Please submit a request in terms of this Policy, or to exercise a legal right about personal data, or an enquiry, or complaint about the handling of personal data to the Information Officer:

MRS L CAMBELL-WILSON

EMAIL: reception@jacarandacollege.co.za

- Request to delete, update or amend an O365 account (existing clients), the process may take up to 72 hours:

EMAIL: support@jacarandacollege.co.za

- Requests relating to new admissions:

TEL: (012) 661-9222

EMAIL: frontoffice@jacarandacollege.co.za

- For anything else, please use our general contact form on the Website or contact our administration offices:

TEL: (012) 661-9222

EMAIL: schools@jacarandacollege.co.za

- You may also contact us at the following postal address:

Jacaranda College & Pre-Primary

PO Box 26

The Reeds

0157

4. Policy History

Document Number (1 st 5 Characters)	Effective Date	Short Description of Amendments
ICT/01/	1 July 2021	1. New

5. Appendices

1. None.