

GENERAL RULE BOOK AND MEMORANDUM OF AGREEMENT

INTRODUCTION

On commencement of studies, candidates receive the general rule book and are required to sign its addendums in acknowledgement and acceptance of all the rules and regulations of Healthnicon. By signing the study contract the candidate commits to adhere to all the rules and regulations of Healthnicon.

Candidates, who do not adhere to the rules and regulations of Healthnicon, will lose all rights and privileges and Healthnicon will not accept any responsibility for their actions.

1. REGISTRATION AS A CANDIDATE

- 1.1 Candidates must register with Healthnicon prior to commencement of the program by completing an Application Form (Document 1), paying an Administration Fee as per the *Training Fees Document*, paying the Registration Fee and completing the Registration Form (Document 2). Completion of registration is verified with Proof of Registration (Document 3).
- 1.2 A candidate must submit **certified copies** of all legal documentation required as part of completing the registration process.
- 1.3 Candidates are required to submit a *Police Clearance/ Security check Certificate* as part of the required documentation. Candidates who do not present a police clearance/ security check certificate will not be placed for clinical learning and will therefore not be able to complete training.
- 1.4 Candidates with criminal records 10 years and older may apply for *Name Clearance* at the police station. Successful name clearance will allow for clinical placement and completion of the program provided that the candidate applies for interruption of training and returns for completion within 6 months of date of interruption. Prolonged interruption or interruption resulting in non-adherence to the South African Nursing Council (SANC) requirements will result in extension of training with financial implications as indicated on the *Training Fees Document*.
- 1.5 Candidates are responsible for their own Hepatitis B immunizations and will not be allowed to work in clinical facilities without proof of immunizations or Hepatitis B immunity.
- 1.6 Special permission may be granted by the Principal to join the program after the commencement date subject to the availability of space and at the discretion of the campus Governing Body.
- 1.7 A candidate's registration is valid for the applicable registration period only and will lapse after this period has expired, unless the period has officially been extended

as requested by the candidate and/or under special circumstances determined by Healthnicon.

- 1.8 Candidates who cancel their registration for a program prior to commencement of the program may request a refund based on the following guidelines:
 - 1.8.1 The Administration Fee is always non-refundable.
 - 1.8.2 Cancellation 3 months prior to commencement 100% of the Registration Fee paid will be refunded.
 - 1.8.3 Cancellation 2 months prior to commencement 75% of the Registration Fee paid will be refunded.
 - 1.8.4 Cancellation 1 month prior to commencement 50% of the Registration Fee paid will be refunded.
 - 1.8.5 Cancellation less than 1 month prior to commencement will receive no refunds.
- 1.9 Candidates who cancel after commencement or terminate their course will not receive any refunds.
- 1.10 Candidates who qualify for refunds must submit a request for refund at the reception stating the reasons for cancellation.
- 1.11 When a warranted refund is approved by the Financial Department, the refund will only be made to the person responsible for payment of fees as stated on the Registration Document. No exceptions will be made in this regard.
- 1.12 It is the candidate's responsibility to inform Healthnicon of any change in name, marital status, address, contact details or telephone numbers.

2. REGISTRATION / ENROLMENT WITH SANC / OTHER INSTITUTIONS

- 2.1 All candidates enrolled in a formal nursing program are required to register with the SANC in terms of regulations.
- 2.2 Healthnicon facilitates the registration / enrolment of candidates with SANC for each different study program.
- 2.3 Candidates doing the short programmes or skills programmes do not register with SANC as these are Healthnicon Short/ skills programmes.

3. ACCESS TO CAMPUS (INSTITUTION GROUNDS)

- 3.1 Candidates will sign an attendance register upon first arrival at the campus to facilitate the verification of registration, the issue of a Healthnicon identification card (candidate card) and the capturing of finger prints for the campus clocking system, as applicable.
- 3.2 The Healthnicon candidate card must be visible at all times while the candidate is on the campus for security reasons. Candidates who fail to do so will be asked to leave the premises.
- 3.3 The candidate will be refused entry to the premises if the Healthnicon candidate card is not visible, shown or worn as required.

- 3.4 A lost card fee will be charged for the replacement of a lost Healthnicon candidate card. The applicable fee is stipulated on the *Training Fees Document* which is revised annually.
- 3.5 Visitors to the campus are to report at the security station and to receive a visitor's card before access is allowed.
- 3.6 No un-authorized person will be allowed on the premises.

4. INDEMNITY COVER

Healthnicon provides indemnity cover only in the case of medical negligence against a patient for candidates during the periods they are placed at affiliated institutions for clinical training.

5. LANGUAGE

- 5.1 All communication will be conducted in English.
- 5.2 Any requests from, and feedback to the candidate regarding e.g. enquiries/ complaints will be done in English.
- 5.3 Program content will be presented in English and is based on adult education principles and include work integrated learning to stimulate critical thinking and holistic lifelong learning.

6. TRAINING FEES

- 6.1 Training Fees can be obtained from the website or on request at reception. **Please note that fees are revised annually and are subject to change on notice from Healthnicon.**
- 6.2 Training fees must be paid in full upon registration.
- 6.3 Healthnicon will supply learning guides. Candidates may be expected to purchase their own textbooks to supplement learning guides.

7. CLASSROOM ATTENDANCE

- 7.1 Campus operational hours are Mondays to Thursday from 7:30 – 16:00 and Fridays from 7:30 – 13:00
- 7.2 Classes are facilitated during campus operational hours as scheduled by the facilitator and indicated on a program for the period for which the candidate is enrolled.
- 7.3 Programmes are displayed in classes and/or on notice boards.
- 7.4 Classroom attendance is compulsory and attendance registers will be kept to determine whether candidates meet the required **75% class attendance** to gain examination entry as stated by SANC and Healthnicon.

- 7.5 Candidates who are an hour or more late for class without a valid excuse will not be allowed to enter the classroom and will be marked absent.
- 7.6 Tutors/Teaching assistants are responsible to:
- Make relevant policies available to candidates
 - Ensure candidates sign the policy file
 - Monitor the completion of daily attendance registers
 - Report candidate absenteeism weekly to the Principal
 - Conduct counselling with candidates regarding absenteeism and refer candidates to the Principal/relevant committee after the second counselling.

8. CLINICAL LEARNING FACILITIES

- 8.1 These are institutions such as hospitals and community centres, which have been approved by SANC and Healthnicon for training purposes.
- 8.2 Candidates are required to obtain clinical experience toward entry to examination as well as obtaining their qualification.
- 8.3 SANC prescribes the minimum clinical training hours per year for the programmes. Bridging programme (R683) - Minimum of 2240 over 2 years.
- 8.4 Community Health Worker candidates work a minimum of 3 months as part of their clinical training.

Candidates will receive no remuneration (salary) for clinical experience in clinical facilities and are not employed by Healthnicon.

- 8.5 Candidates who do not present a police clearance certificate will not be placed for clinical learning and will therefore not be able to complete training.
- 8.6 Candidates who sustain an injury while on duty or are exposed to communicable diseases while on duty should adhere to the internal policy of the particular health care facility, and are responsible for their own medical expenses incurred as result of such incidents. These incidents are not covered by the indemnity insurance provided by Healthnicon.
- 8.7 Healthcare facilities require that all candidates are immunized against Hepatitis B. This entails three (3) immunizations against Hepatitis B or proof of Hepatitis B immunity, which are the candidate's responsibility.
- 8.8 Transport to and from clinical learning facilities is the responsibility of the candidate.
- 8.9 Candidates who are perpetually late will be disciplined by the Ethical and Disciplinary Committee according to the Disciplinary Code.
- 8.10 Candidates cannot be offered a choice of preferred facility for clinical experience because of the varying learning opportunities at facilities as well as number restrictions on candidate placements at facilities.

- 8.11 Clinical hours include 12 hour shifts, day and night duty, Mondays – Sundays as determined by the relevant clinical facility, and may include working on public holidays.
- 8.12 SANC candidates must take note that they will be placed in more than one clinical facility during their training to obtain experience in various prescribed clinical areas.
- 8.13 Candidates are required to wear the prescribed Healthnicon uniform when attending clinical training as well as a Healthnicon identification card and the necessary distinguishing devices.
- 8.14 Candidates are responsible to ensure they have enough uniforms to meet the requirements as per the dress code policy of the clinical facility. The purchase of additional uniforms must be in accordance with official Healthnicon uniforms in terms of colour, style and dress code policy.
- 8.15 Candidates are not allowed to accept any gifts or money from patients or facilities. Any patient or facility who wishes to offer a gift to any candidate must declare it to the person in charge of the clinical facility.
- 8.16 Candidates are required to record clinical hours worked on the prescribed form and to submit the proof of hours worked periodically to the clinical coordinator/tutor at Healthnicon for calculation and recording. It is advisable for candidates to keep copies of these forms for their own records.
- 8.17 Falsification of, or tampering with clinical hour records and signatures may lead to disciplinary action – in accordance with the Healthnicon Disciplinary code, fraud results in immediate dismissal.

9. CLINICAL ACCOMPANIMENT

- 9.1 Candidates will receive clinical outcomes to achieve during clinical placement.
- 9.2 Candidates will be required to compile a portfolio of evidence regarding clinical training, which will be handed in at the campus during each theory block to determine candidate progress and participation in the learning process.
- 9.3 Candidates are responsible to ensure that their portfolio of evidence is authentic and that the signature verification list is signed.
- 9.4 A candidate with forged or tampered documentation will be referred to the Principal and Ethical and Disciplinary Committee.
- 9.5 During clinical placement a Healthnicon tutor will visit candidates at the clinical facility from time to time for clinical guidance as well as assessment as stipulated by regulations.

10. ABSENTEEISM

- 10.1 It is compulsory to meet the required clinical hours and theory periods according to the program requirements to gain access to examination and ultimately complete the program successfully.
- 10.2 Candidates who do not meet the **expected attendance of 75%** will be referred to the Principal and Ethical and Disciplinary Committee **and may be denied exam entry**.
- 10.3 Candidates absent from the program because of illness are responsible to make arrangements with their guardian tutors regarding remedial periods for theory and replacing clinical hours. Candidates who are absent for more than 2 (two) days due to illness will be required to submit a medical certificate in support of illness. Neglect to submit a medical certificate can lead to:
 - 10.3.1 Extension of duration of program,
 - 10.3.2 Exclusion from examinations,
 - 10.3.3 Non-compliance with the prescribed, minimum clinical hours according to SANC regulations.
- 10.4 Candidates absent due to family responsibility or a death in the family must submit relevant proof (e.g. death certificate).
- 10.5 Candidates absent from theory, clinical learning in the simulation or at clinical facilities without permission or proof will be disciplined by the Ethical and Disciplinary committee according to the Disciplinary Code.
- 10.6 When candidates are absent they, or their responsible guardian must notify the guardian tutor of the reason for absenteeism on the same day. The guardian tutor must be notified within the business hours of the campus. Failure to do so, will result in the recording of the absenteeism as without reason and may lead to disciplinary action and extension or termination of the program at the candidate's cost.
- 10.7 It is the candidates' responsibility to inform the healthcare facility regarding any absenteeism or late coming on the same day that the candidate needs to be on duty. Notification of absenteeism during clinical placement must be done telephonically to the guardian tutor and the relevant healthcare facility. The candidate must ensure that they keep record of the name of the notified person as well as the time of notification for future verification.
- 10.8 Candidates must submit a medical certificate for each day absent from tests and examinations. This certificate must be submitted to the guardian tutor immediately after absenteeism and is the responsibility of the candidate.

11. PREGNANCY

- 11.1 Healthnicon discourages candidates from becoming pregnant during enrolment as maternity leave will lead to a prolonged training period.
- 11.2 Candidates who are pregnant during their program need to inform their guardian tutor and visit a Primary Healthcare Clinic/ doctor on a regular basis for checkups.

- 11.3 Pregnancy will result in interruption of studies for a minimum of 4 months starting 4 weeks prior to the expected date of delivery with no financial implications for the candidate. Prolonged interruption or interruption resulting in non-adherence to the SANC requirements for completion will result in extension of training with financial implications as indicated on the *Training Fees document*.
- 11.4 Studies can be resumed only after a doctor's certificate declaring that both mother and baby is fit enough for the mother to resume class and return to duty. **No light duty will be accepted at clinical facilities.**

12. ACADEMIC PROGRESS

Academic progress of all candidates will be monitored continuously by means of tests, assignments and projects. Failure to meet the required minimum of 50% average after the first block of SANC programs will lead to extension or termination of program.

13. ASSESSMENT PROCESS AND PROCEDURE

- 13.1 Candidates must be aware of theoretical and clinical outcomes as indicated in the learning guides that must be achieved to demonstrate competence.
- 13.2 Candidates will be assessed on theoretical and clinical skills in all programs presented at Healthnicon.
- 13.3 A program will be available for each block, indicating the test dates.
- 13.4 The following rules are very important during a test/examination:
- 13.4.1 Candidate must present Healthnicon identification card.
 - 13.4.2 No candidate will be allowed in the classroom 30 (thirty) minutes after the test/examination has commenced.
 - 13.4.3 Candidates who are late for a test/examination have no right to additional time.
 - 13.4.4 Candidates may not leave the classroom within 60 (sixty) minutes after commencement of the test / examination.
 - 13.4.5 Candidates must comply with all the instructions given by the invigilator.
 - 13.4.6 No books, notes, loose paper or pen cases will be allowed into the room.
 - 13.4.7 No verbal / written communication will be allowed between candidates during the test/examination.
 - 13.4.8 If a candidate experiences any uncertainty, he/she must attract the attention of the invigilator by raising a hand.
 - 13.4.9 Only prescribed answering books may be used and no used or unused books may be removed from the room.
 - 13.4.10 No smoking is allowed in classroom.
 - 13.4.11 No cell phones, tablets, MP3 players or any other electronic devices are allowed in the classroom.
 - 13.4.12 When the invigilator indicates that the prescribed time has expired, candidates must immediately stop writing.
 - 13.4.13 A candidate will only be allowed to leave the classroom under exceptional circumstances and will be accompanied by a staff member from Healthnicon.

- 13.5 Candidates guilty of unethical behaviour will be requested to leave the classroom immediately and will subject themselves to disciplinary action that may lead to expulsion from the program.
- 13.6 Candidates must familiarize themselves with Healthnicon Assessment Policy, Clinical Assessment Policy, Appeals Procedure Policy, Moderation Policy and Candidate Disciplinary Code Policy.

14. EXAMINATION ENTRANCE

- 14.1 Candidates will not qualify to write examinations if they:
 - 14.1.1 Fail to attend the required amount of lectures
 - 14.1.2 Are absent from clinical allocation,
 - 14.1.3 Have not accumulated the required clinical hours,
 - 14.1.4 Fail to obtain a year mark of 50% in both theory and clinical components
- 14.2 Candidates will be assessed theoretically and clinically throughout the year to determine a year mark.
 - 14.2.1 A candidate must obtain a year mark/final module mark of 50% to be admitted to the theoretical examination.
 - 14.2.2 A candidate must obtain a year mark/final module mark of 50% to be admitted to the clinical examination.
- 14.3 A candidate gains entry to examinations only if they comply with the attendance requirements for theory and clinical hours.
- 14.4 A name list of candidates who are permitted to write examinations will be made available before the examinations.
- 14.5 No information related to examinations will be given telephonically.

15. EXAMINATION RESULTS

- 15.1 **For SANC examinations:**
 - 15.1.1 SANC will post examination results to Healthnicon for each individual candidate \pm 2 months after examinations.
 - 15.1.2 Neither Healthnicon nor SANC will give any results telephonically.
 - 15.1.3 Healthnicon will not request remarking of examination papers. A candidate may request a remark by completing the prescribed SANC documentation and paying the remark fee upfront at SANC.
 - 15.1.4 The findings of the Examination Commission of SANC are final.
 - 15.1.5 No person will be allowed to study the contents of an examination answer paper after the examination has been completed as per SANC rules.
 - 15.1.6 No results will be given unless the clinical portfolio of evidence is submitted.
- 15.2 **For Short/skills programme examinations:**
 - 15.2.1 A certificate will be issued if a candidate passed the care worker program successfully.
 - 15.2.2 Candidates who obtain 70% average for the theory component **may apply for entry** to the one year auxiliary higher certificate (as applicable) at

Healthnicon, on condition that they meet the minimum entry requirements as set out by SANC. If there is space available at Healthnicon, the candidate will be accommodated. SANC approves the available space for the formal nursing programs.

- 15.2.3 Candidates who obtain 75% average for the theory component **may apply for entry** to the legacy enrolled/staff nurse program or (as applicable) at Healthnicon, on condition that they meet the minimum entry requirements as set out by SANC. If there are spaces available at Healthnicon, candidates will be accommodated. SANC determines the number of spaces Healthnicon can offer for the formal nursing programs.

- 15.3 Assessment results will be available at the relevant Healthnicon campus in writing and will only be available to the candidate. No results will be given telephonically. Any queries to this regard must be submitted in writing to the principal.

16. APPEALS

- 16.1 Candidates, who are not satisfied with their marks, may follow the appeals process and request that their exam be re-marked (refer to Assessment Policy). Viewing of examination scripts form part of the appeals process.
- 16.2 Examinations are re-marked at the cost as stipulated on the *Training Fees Document* and is payable upfront.

17. RE-ASSESSMENT

17.1 For SANC examinations:

Candidates who failed for the first time have the opportunity to re-write at a cost specified in the *Training Fees Document*. Available at the reception on request.

Candidates who fail SANC examinations twice have to undergo remedial training as stipulated by regulations at 50% of program fee as indicated in the *Training Fees Document*.

17.2 For Health Carer assessments:

Candidates who fail first assessments have 2 opportunities to re-write. The first re-write is free of charge and the second will be at a cost as stipulated on the *Training Fees Document* available at reception on request.

A candidate who fails will be advised to do 3 months remedial training at a cost of 50% of the program fee as indicated in the *Training Fees Document* available at reception on request,

A candidate will be allowed to do remedial training, once only, before or after the examination. If the candidate fails the remedial training and assessment, the program will be terminated, but the candidate will have the choice to re-do the full program at full cost.

18. INTERRUPTION OF TRAINING (for all programs)

- 18.1 Interruption of training is defined as a break in the normal period of training due to pregnancy, serious illness or awaiting police/name clearance. An interruption period will last a maximum of 6 months and will not result in additional financial charges.
- 18.2 Candidates who are pregnant will start the interruption of training 4 weeks prior to the expected date of delivery for a minimum of 4 months maternity leave. Upon return the candidate will need to submit a medical certificate stating the wellness of mother and baby to allow continuation of training.
- 18.3 Short/skills programme Candidates who interrupt training may be asked to join a later intake.
- 18.4 SANC candidates who interrupt training which then results in non-adherence to the SANC requirements for completion will result in extension of training with financial implications as indicated on the *Training Fees document* available at reception on request.

19. REMEDIAL TRAINING

- 19.1 *SANC remedial*: this term refers to candidates who wrote both the SANC exam and re-exam and failed. The candidate is therefore required to pay the required amount according to the *Training Fees Document* available at reception on request.
- 19.2 *Health Carer Remedial*: refers to Short/skills programme candidates who have failed their final exam/OSCE as well as the 2nd opportunity of the exam/OSCE and is repeating 3 months of the course. This term also applies to candidates who wish to improve their marks by repeating either the theory or clinical component of the course. In both cases a cost according to the *Training Fees Document* applies.
19.2.1 Remedial training must be attended within one year of first enrolment date.

20. EXTENSION OF TRAINING

- 20.1 Extension refers to SANC candidates whose course is extended due to non-/academic reasons and who have not written a SANC exam or re-exam. The fee due, as stipulated on the *Training Fees Document* available at reception on request.
- 20.2 Candidates who have a shortage of clinical hours will be extended at an additional fee as stipulated on the *Training Fees Document* available at reception on request.
- 20.3 **Candidates who extend their training have 18 months from the date of enrolment or an additional 6 months to meet the requirements for completion.**

21. CANCELLATION AND TERMINATION

- 21.1 **Cancellation**: refers to a candidate who cancels their course by their own choice.
 - 21.1.1 Candidates who wish to terminate a program must notify Healthnicon in their own handwriting

21.2 **Termination:** refers to a candidate who is dismissed from the course according to the Healthnicon disciplinary code. Candidates have the responsibility to familiarize themselves with the content of Healthnicon Disciplinary Code as explained during orientation. Healthnicon may terminate a candidate under the following circumstances / in case of:

21.2.1 Misconduct according to SANC regulation.

21.2.2 Cheating during examinations/tests (SANC regulation R.7:section20&21 also refer to the Healthnicon Disciplinary Code)

21.2.3 Any other breach of contract, policy, code, rule or regulation implemented at Healthnicon from time to time.

21.2.4 The Ethical and disciplinary committee will counsel candidates upon expulsion and conduct an exit interview with the candidates who terminate their program.

21.3 **No fees will be refunded** to candidates who cancel or is terminated after the commencement of a program.

22. REQUIREMENTS TO PASS A YEAR/PROGRAM

22.1 For SANC program:

Candidates must pass all block tests with at least 50% in order to progress to the next block. Promotion to the next study year will depend on:

22.1.1 Passing the examination (all the subjects)

22.1.2 Completion of all the prescribed hours for the year

22.1.3 Passing of clinical examinations

22.1.4 Professional conduct

22.2 For Health Carer program

The CHW program consists of a theory and a clinical component. The candidate needs to achieve 50% per module to pass the theory component of the program.

To pass the clinical component candidates are expected to obtain at least 50% for every clinical procedure they are assessed on.

Candidates must pass both the theory and the clinical component to successfully complete the program.

23. DISTINCTION

A final mark of 75% and higher is considered a distinction.

24. CERTIFICATION

24.1 Healthnicon issues certificates to candidates who successfully complete their programs.

24.2 Candidates registered for formal programmes will receive certificates from SANC after successful completion of the programme.

24.3 Candidates must retain the certificate issued by Healthnicon as proof of achievement of a qualification or completion of a program.

24.4 Certificates will only be available to the candidate upon presenting positive identification.

24.5 No replacement certificates will be issued in the case of loss, but candidates may enquire about a statement of results as proof of completion of the program

24.6 The falsification of certificates are considered a criminal offence.

24.7 Persons who are caught with falsified certificates will be dealt with in accordance with the Healthnicon Disciplinary code and as outlined in the *Certification Policy*.

25. PROFESSIONAL BEHAVIOUR CODE

25.1 Healthnicon acknowledges candidates as adult learners and therefore, will expect from the candidates to accept responsibility and accountability for all their actions.

25.2 Healthnicon will expect candidates to reflect a positive image of the institution and the nursing profession by:

25.2.1 Being punctual when attending lectures or clinical learning at Healthnicon campus or relevant clinical facilities.

25.2.2 Keeping scheduled appointments.

25.2.3 Showing respect for clinical facility and Healthnicon equipment

25.2.4 Not smoking, especially when in uniform.

25.2.5 Dressing smartly.

25.2.6 Displaying responsible behaviour.

25.2.7 Display professional and ethical behaviour by, e.g., not viewing and distributing pornographic material on Healthnicon premises / clinical facilities.

25.2.8 Leaving classrooms in the same condition as you found them.

26. ADDENDA

Candidates are required to sign the following addenda:

Addendum A: STUDY CONTRACT in which the candidate agrees to all the terms stipulated in the General Rule Book, must be signed by the candidate on commencement of training and submitted to the guardian tutor.

Addendum B: CANDIDATE CLINICAL HOURS CONTROL in which the candidate agrees to all stipulations therein, must be signed by the candidate on commencement of training and submitted to the guardian tutor.

Addendum C: POLICY: INJURY AND NEEDLE PRICK.

Addendum D: POLICY: HIV / AIDS & HEPATITIS B.

Addendum E: POLICY: EMPLOYMENT.

Addendum F: POLICY: LEAVE.

Candidates must take the responsibility to familiarize themselves with the Healthnicon Candidate Disciplinary Code, Assessment Policy and Moderation Policy. Candidates are required to acknowledge their understanding of each policy by signing a register which will be circulated by the guardian tutor. These policies are available in class rooms and on request from guardian tutors.

HEALTHNICON SA PTY (LTD)

STUDY CONTRACT

- Use a black pen only.
- Write clearly, using capital letters, inside the blocks.
- All pages of the contract must be initialled by all the relevant parties.**
- The last page of the contract must be fully signed by all the relevant parties.
- Amendments to the contract must be initialled by all parties.

Candidate number			
Surname			
Names			
Address			
	Postal code		
Telephone number			
Alternative contact number			
Name of program			
Person responsible for payment of fees			
Telephone numbers			
Address			
	Postal code		

I declare, agree and undertake towards Healthnicon, if my registration is accepted by Healthnicon:

- that I shall acquaint myself with the content of all the rules, regulations and admission requirements of Healthnicon, that are available upon request and on the Healthnicon website (www.healthnicon.co.za) and that apply to me as prospective candidate, to the course or program for which I am registering, as well as my accommodation at Healthnicon should I take up accommodation in a Healthnicon residence;

2. that upon registration and for the entire duration of my studies at Healthnicon, I legally commit myself to comply with all rules, regulations and admission requirements that are in force, including any amendment thereof or any new rule, regulation or requirement;
3. that non-compliance with these rules, regulations and requirements will not only represent a breach of contract towards Healthnicon, but may also lead to disciplinary steps, including suspension and termination from Healthnicon;
4. that hereby I cede and transfer to Healthnicon my rights and title in respect of any intellectual property, in the widest sense of the word, that I may create or formulate either wholly or in part in the program of any study or research whatsoever I undertake or may undertake at Healthnicon or develop or may develop with the assistance of Healthnicon equipment, except where otherwise agreed to in writing, and I undertake to sign any document, whenever necessary, to cede and transfer the rights concerned;
5. that Healthnicon is entitled at any time summarily to cancel my registration should I provide false or incorrect information to Healthnicon;
6. that Healthnicon reserves the right to transfer the offering of the program from one campus to another campus;
7. that I shall make prompt payment of all fees payable in respect of my studies, residence and/or associated costs as determined each year by Healthnicon;
8. that I shall be held liable for every year that admission is granted to any residence of Healthnicon, for the full residence fees for the full academic year, even if I leave the residence during the program of the academic year, unless an approved substitute can be found in consultation with the Client Service Department of Healthnicon;
9. that, in the event of my failure to pay any amount due by me to Healthnicon on time:
 - all outstanding fees owing to Healthnicon becomes due with immediate effect;
 - Healthnicon may also claim the following:
 - interest on all payments in arrears calculated as provided for in section 101(1)(d) of the National Credit Act (Act 34 of 2005) at the prime rate, expressed as a percentage per annum, charged by Healthnicon's bankers, minus 1 per cent, as determined on 31 January of the applicable year;
 - all applicable debt collection costs, as well as legal costs on an attorney and client scale;
 - Healthnicon may place a defaulting debtor's name on a list of defaulting debtors maintained and published by any credit bureau and report the default to the National Credit Regulator;
 - Healthnicon may, as part of the debt collection process, request and obtain relevant information from a credit bureau or any other institution;
10. that, should an emergency operation or urgent medical treatment be deemed necessary by a medical doctor, Healthnicon may at its discretion act in my interest if I cannot take the decision myself provided that Healthnicon will not be liable for any fees as a result of such medical treatment;
11. that Healthnicon may also communicate with me via SMS or email ☐ Yes ☐ No
12. that my personal information may be provided to prospective employers and funding institutions/sponsors if I tick the "Yes" box ☐ Yes ☐ No
13. that information regarding my fees account and academic progress may be disclosed to the co-debtor, namely my parent/guardian, if I tick the "Yes" box; ☐ Yes ☐ No
14. that my academic progress may be disclosed to my bursar and/or the person responsible for the payment of any fees on my behalf to Healthnicon in respect of my studies, accommodation and/or associated costs, if I tick the "Yes" box; ☐ Yes ☐ No

Note: Unless the contrary is indicated, consent is assumed (i.e. the "Yes" box is taken to be ticked)

15. that Healthnicon may disclose to my parent or guardian information of any disciplinary steps that may be taken against me by Healthnicon and that this permission is deemed to be permission as contemplated by the Promotion of Access to Information Act (Act 2 of 2000)

insofar as it may be applicable and that disclosure of such information will not be unreasonable as contemplated by the abovementioned Act;

16. that I shall not hold liable or institute any action against Healthnicon or any of its employees or any of its representatives for damages or loss of whatever nature that I may incur in respect of property owned by me or in my possession;
17. that Healthnicon may perform a reasonable search of my personal belongings, including but not limited to, any bag or briefcase in my possession, and/or my person, should Healthnicon deem it reasonably necessary in circumstances in order to, *inter alia*, safeguard its property;
18. that this contract is valid and enforceable for the entire duration of my registration as Candidate at Healthnicon and thereafter until I have met all the obligations in terms hereof;
19. that the physical permanent address provided herein will serve as my *domicilium citandi et executandi** address – this being the address to which all official documentation arising from this contract is to be sent – and Healthnicon will be informed in writing of any change in address:

Domicilium citandi et executandi address/ physical address:
(not postal address)

Postal code:

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20. that I have read this document and understand the rights and obligations contained therein; and
21. that I have signed this agreement freely and voluntarily.
22. that I hereby undertake to sign Addendum A, B, C, D, E and F, and further acknowledge that the said Addendum forms part of this contract and is legally binding on all relevant parties to this agreement.

Signed at _____ on this _____ day of _____ 20____

Signature of prospective candidate

Signature of witness

If the candidate is married in community of property, the written permission of his or her spouse must be obtained and the signature will serve as permission.

Are you married in community of property? ☐ Yes ☐ No If yes signature of spouse _____

ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE

Prospective candidate_____	Parent/guardian_____	Surety_____
_____	_____	_____
Spouse (if married in community of property)_____	Spouse (if married in community of property)_____	Spouse (if married in community of property)_____
_____	_____	_____
Witness_____	Witness_____	Witness_____
_____	_____	_____

CONCLUSION

23. Training will commence on _____ and continue for a period of _____ and be completed on _____.

24. I, the undersigned, agree to and certify the following:

- I attended an induction/ orientation program offered by Healthnicon in which the program content and rules and regulations of Healthnicon were discussed.
- I understand the contents of the information, which was conveyed to me.
- I agree to all the conditions of this program.

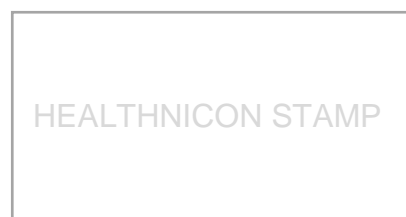
Candidate Name

Candidate Signature

Healthnicon representative
Signature

Witness Signature

Signed on _____ at _____
Date Place



HEALTHNICON SA PTY (LTD)

CANDIDATE CLINICAL HOURS CONTROL

To prevent misunderstanding, you as a candidate will sign this policy as part of the legal Study Contract you have with Healthnicon.

TO ALL CANDIDATES:

- ☐ Candidates will be placed monthly according to an allocation list in the different clinical facilities.
- ☐ Candidates will also be placed monthly in different disciplines to ensure clinical experience according to the South African Nursing Council (SANC) Regulations.
- ☐ Candidates who fail to report on duty as allocated on the allocation list without a legal reason, e.g. a doctor's certificate, will be sent back to Healthnicon for counselling.
- ☐ This behaviour will lead to a disciplinary hearing and if necessary, to extension of training or even termination of training.
- ☐ Candidates who report for duty without being allocated or without written consent from Healthnicon to work additional hours, will face the same consequences as the candidate who failed to report on duty.
- ☐ Candidates must sign on the allocation list in the wards as a control measure. All clinical hour-records should be submitted at the campus to the allocated person on a monthly basis, to ensure calculation of accumulated hours.
- ☐ Transport to the facilities as well as transport costs are the candidate's own responsibility.
- ☐ Candidates will not receive any remuneration for clinical training done at the facilities.
- ☐ Candidates will receive a portfolio of evidence. This is a legal document and should be handled as such. Any fraudulent entries will be followed by disciplinary action. It is the candidate's responsibility to complete this portfolio.
- ☐ Failure to complete the portfolio of evidence as required may lead to extension or termination.

Candidate Name

Candidate Signature

Witness signature

Signed on _____ at _____
Date Place

HEALTHNICON STAMP

HEALTHNICON SA PTY (LTD)

INJURY AND NEEDLE PRICK

It is hereby recorded and explicitly agreed between the parties that the candidate is under no circumstances an employee of Healthnicon and as such the candidate has no claim of any kind whatsoever against Healthnicon on the grounds of damages and/or injuries resulting from the candidate's clinical training while working at any clinical facilities.

Candidates who sustain a needle prick injury should report to the person in charge and follow the specific institutional policy regarding needle prick injury. Expenses sustained as a result are the candidate's own responsibility.

The candidate hereby indemnifies Healthnicon against such responsibility.

Candidate Name

Candidate Signature

Witness signature

Signed on _____ at _____
Date Place

HEALTHNICON STAMP

HEALTHNICON SA PTY (LTD)

POLICY ON HIV/AIDS & HEPATITIS B

It is hereby recorded and explicitly agreed between the parties that the candidate is responsible to ensure that they are immunised against Hepatitis B before going to clinical facilities.

It is hereby recorded and explicitly agreed between the parties that the candidate is under no circumstances an employee of Healthnicon and as such the candidate has no claim of any kind whatsoever against Healthnicon on the grounds of any contact or action leading to HIV / AIDS and Hepatitis B resulting from the candidate's clinical training at any clinical facilities.

In case of any contact with HIV / AIDS or Hepatitis B, it is the candidate's own choice to continue with emergency and follow-up treatment at his/her own cost.

The candidate hereby indemnifies Healthnicon against such responsibility.

Candidate Name

Candidate Signature

Witness signature

Signed on _____ at _____
Date Place

HEALTHNICON STAMP

HEALTHNICON SA PTY (LTD)

POLICY: EMPLOYMENT

It is hereby recorded and explicitly agreed between the parties that the candidate is under no circumstances allowed to be employed at any institution whilst registered for a full time program at Healthnicon, unless study leave was granted by the facility and a written memorandum of understanding between the facility and the candidate is available. Healthnicon should be informed regarding all related matters.

If Healthnicon discovers at any stage during your training that you are employed, your training will be terminated and all fees paid will be forfeited.

Are you permanently employed: Yes / No

If yes, provide the name of the institution and attach proof of study leave from the institution.

Name of institution: _____

Candidate Name

Candidate Signature

Witness signature

Signed on _____ at _____
Date Place

HEALTHNICON STAMP

HEALTHNICON SA PTY (LTD)

POLICY: LEAVE

Placement is normally done by the clinical coordinator/tutor of Healthnicon. Should it happen that you want to change or have a special request please do not hesitate to contact this person but not before you have:

- Good reason
- Arranged or discussed it with the unit manager

Sick leave – will be allowed under the following conditions:

- As soon as you are too sick to go to work – phone the unit manager in time to give him/her the opportunity to arrange for someone in your place.
- Inform Healthnicon without delay.
- Submit a letter from the doctor or clinic that will state the date of appointment and day(s) of sick leave.
- If you do not comply with the above rules, disciplinary measures (as prescribed in the Disciplinary Code) will be taken.

“Goodwill” leave - e.g. funerals or family responsibility:

- Arrange with the unit manager and the placement officer of Healthnicon before you take it for granted that you may go as arrangements will have to be made to accommodate you.
- You will have to submit a copy of the death certificate of the deceased.

Maternity leave

- Candidates who fall pregnant during the course of their study might have their training extended in case maternity leave infringes on the required theory or clinical hours.
- Candidates must inform Healthnicon of the expected date of delivery with written evidence from a healthcare professional as soon as the date is determined.
- Candidates who return from maternity leave earlier must provide a letter from a medical Doctor stipulating that the mother and baby is healthy enough for the mother to return to class/work

Recess/Annual leave

Recess will be granted as determined by the Council of Healthnicon.

Leave granted does not mean clinical hours are credited – the candidate is still responsible to return to class or the clinical facility for the hours missed.

Failure to accumulate the required hours before an examination might result in denial of examination entry and result in extension of training at fees as stipulated on the *Training Fees Document*.

Candidate Name

Candidate Signature

Witness signature

Signed on _____ at _____
Date Place

HEALTHNICON
STAMP