



Accreditation no: ACC/2014/00/160

Media, Information and Communication Technologies  
Sector Education and Training Authority

Accelerating quality skills towards an information savvy society

# LEARNERSHIP AGREEMENT

This Agreement is entered into between

**NTHAKO PHOHLO**

*The Learner*

and

**LITTLE PIG CC**

*The Organisation*

And/or

**LITTLE PIG CC**

*The Training Provider*

For

**SYSTEM SUPPORT - NQF LEVEL 4**

*Learnership Title*

N.P. 2SP LK NS

## TERMS AND CONDITIONS OF AGREEMENT

### 1. Declaration of the parties

We understand that this Agreement is legally binding. We understand that it is an offence in terms of the Skills Development Act 97 of 1998 ('the Act') to provide false or **misleading** information in this Agreement. We agree to the following rights and duties:

### 2. Rights of learners, employers and registered training providers

#### 2.1 Learner

***The learner has the right to:***

- 2.1.1 be educated and trained in terms of this Agreement;
- 2.1.2 have access to the required resources to receive training in terms of the learnership;
- 2.1.3 have his or her performance in training assessed and have access to the assessment results;
- 2.1.4 receive a certificate upon successful completion of the learning;
- 2.1.5 raise grievances in writing with the SETA concerning any shortcomings in the training.

#### 2.2 Employer

***The employer has the right to require the learner to:***

- 2.2.1 perform duties in terms of this Agreement; and
- 2.2.2 comply with the rules and regulations concerning the employer's business concern.

#### 2.3 Training Provider

- 2.3.1 The registered training provider has the right of access to the learner's books, learning material and workplace, if required.

### 3. Duties of learners, employers and registered training providers

#### 3.1 Learner

***The learner must:***

- 3.1.1 work for the employer as part of the learning process;
- 3.1.2 be available for and participate in all learning and work experience required by the learnership;
- 3.1.3 comply with workplace policies and procedures;
- 3.1.4 complete any timesheets or any written assessment tools supplied by the employer to record relevant workplace experience; and
- 3.1.5 attend all study periods and theoretical learning sessions with the training provider and undertake all learning conscientiously.

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## 3.2 Employer

3.2.1 The employer must comply with its duties in terms of the Act and all applicable legislation including:

- Basic Conditions of Employment Act 75 of 1997;
- Labour Relations Act 66 of 1995;
- Employment Equity Act 55 of 1998;
- Occupational Health and Safety Act 85 of 1993 (or Mine Health and Safety Act 27 of 1996);
- Compensation for Occupational Injuries and Diseases Act 130 of 1993;
- Unemployment Insurance Act 30 of 1996.

3.2.2 provide the learner with appropriate training in the work environment to achieve the relevant outcomes required by the learnership;

3.2.3 provide appropriate facilities to train the learner in accordance with the workplace component of learning;

3.2.4 provide the learner with adequate supervision at work;

3.2.5 release the learner during normal working hours to attend off-the-job education and training required by the learnership;

3.2.6 pay the learner the agreed learning allowance both while the learner is working for the employer and while the learner is attending approved off-the-job training;

3.2.7 conduct on-the-job assessment, or cause it to be conducted;

3.2.8 keep up to date records of learning and periodically discuss progress with the learner;

3.2.9 if the learner was not in the employment of the employer at the time of concluding this Agreement, advise the learner of –

(a) the terms and conditions of his or her employment, including the learning allowance; and

(b) workplace policies and procedures.

3.2.10 apply the same disciplinary, grievance and dispute resolution procedures to the learner as to other employees.

## 3.3 Training provider

### ***The training provider must:***

3.3.1 provide education and training in terms of the learnership;

3.3.2 provide the learner support as required by the learnership;

3.3.3 record, monitor and retain details of training provided to the learner in terms of the learnership;

3.3.4 conduct off-the-job assessment in terms of the learnership, or cause it to be conducted; and

3.3.5 provide reports to the employer on the learner's performance.

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#### 4. Termination of this Agreement

***This learnership agreement terminates:***

- 4.1 on the termination date stipulated in Part B of this Agreement; or
- 4.2 on an earlier date if:
  - 4.2.1 the learner successfully completes the learnership;
  - 4.2.2 the learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee;
  - 4.2.3 the employer and learner agree to terminate the Agreement; or
  - 4.2.4 the SETA approves a written application to terminate the Agreement by the learner or, if good cause is shown, by the employer.

#### 5. Disputes

If there is a dispute concerning any of the following matters, it may be referred to the Commission for Conciliation, Mediation and Arbitration (CCMA):

- 5.1 the interpretation or application of any provision of this Agreement, the learner's contract of employment or a Sectoral determination made in terms of section 18(3) of the Act;
- 5.2 Chapter 4 of the Act;
- 5.3 the termination of this Agreement or the learner's contract of employment.

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**DETAILS OF THE LEARNERSHIP AND THE PARTIES TO THIS AGREEMENT****Please take note of the following:**

- If the learner is not already in the employ of the employer, the learner and employer must conclude a contract of employment.
- If the learner is under 18 years then the learner's parent or guardian must be a party to this Agreement and must complete section 3. The parent or guardian ceases to be a party to this Agreement once the learner turns 21.
- If a group of employers are party to this Agreement, one of the employers must perform the function of a lead employer. The lead employer must complete section 4 and details of the other employers must be attached on a separate sheet.
- If the employer and the accredited training provider are the same entity, the employer must complete sections 4 and 5.
- If a group of accredited training providers are party to this Agreement, one of the providers must perform the function of lead training provider. The lead training provider must complete section 5 and details of the other accredited training providers must be attached on a separate sheet.

**1      *Learnership Details (Please tick relevant Learnership)***

<b>Learnership Title</b>	<b>NQF Level</b>	<b>DoL Registration No.</b>	<b>✓</b>
Support Services	5	2117894/5	✓

<b>Commencement date of Learnership agreement</b>	02-05-2018
<b>Termination date of Learnership agreement</b>	01-05-2019

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**2 Learner Details****2.1 Surname**

Phohlo

**Name**

Nthako

**2.2 Identity Number:**

8708155561087

**2.3 Date of Birth:**

Day

15

Month

August

Year

1987

**2.4 Sex:**☒

Male

☐

Female

**2.5 Race:**☒

African

☐

Indian

☐

Coloured

☐

White

☐

Other (specify):

**2.6 Do you have a disability, as contemplated by the Employment Equity Act 55 of 1998?**☒

Yes (specify): Chronic

☐

No

**2.7 Home Address:**

Umkhobeni Home

Amantshangase A/A

Dumsi Location

Postal Code 4800

**2.7 Postal Address(if different from above)**

P.O. Box 455

KOKSTAD

Postal Code 4700

**2.9 E-mail Address:**

smutsphohlo@gmail.com

**2.10 What language/s do you speak at home?**

English

The Employment Equity Act defines a disability as a long-term or recurring physical or mental impairment which substantially limits prospects of entry into, or advancement in, employment.

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**2.11 Are you a South African citizen?**☒

Yes

☐

No

(specify and attach documents indicating your status, for example:(permanent residence, study permit, etc):

**2.12 Highest level qualification:(for example: Standard 7, Grade 10, ABET Level 3)**

NQF Level 4

**2.13 What is the title of your highest qualification? (E.g. Matric Certificate)**

Matric Certificate

**2.14 Have you previously undertaken a learnership?**☐

Yes (specify title and code):

☒

No

**2.15 Were you employed by your employer before concluding this Agreement?**☐

Yes

☒

No

**2.16 If you were unemployed before concluding this Agreement, state for how long:****2.17 If you are employed, when did you start work with your employer?****3 Parent or Guardian details**

(To be completed if learner is a minor - i.e. an unmarried person under 18 years)

**3.1 Surname****Name****3.2 Identity Number:****3.3 Home Address**

Postal Code

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**3.4 Postal Address(if different from above)**

Postal Code	

**3.5 Telephone number**

Home

Work

**3.6 E-mail Address:****4 Employer details****4.1 Legal Name of Employer:****4.2 Trading name (if different from above):****4.3 Are you acting as Lead Employer?**☒

Yes

☐

No

**4.4 Business Address:**Postal Code **4.5 Postal address (if different from 4.4):**

Postal Code	

**4.6 Name of contact person:**

Surname

Name

**4.7 Telephone****4.8 Fax****4.9 E-mail Address:**

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**4.10 Registration numbers or codes:**

<b>SIC</b>	86007	<b>SARS</b>	9032880198	<b>SETA</b>	12
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**5 Training Provider Details****5.1 Legal name of Training Provider:**

Little Pig CC

**5.2 Trading name (if different from above):**

**5.3 Are you acting as Lead Training Provider?**
☒

Yes

☐

No

**5.4 Business Address:**

11 Williams Avenue

Vincent

East London

Postal Code 5247

**5.5 Postal address (if different from 5.4):**
  
  


Postal Code

**5.6 Name of contact person:****Surname**

Kama

**Name**

Lulamisa

**5.7 Telephone**

0437262864

**5.8 Fax**

0865043042

**5.9 E-mail Address:**

lulamisa@littlepig.cc

**5.10 Registration numbers or codes:****SIC:****SARS:****SETA:****SAQA:**

86007

9032880198

12

48573

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## 6. Terms and conditions of employment

- 6.1** Are the learner's terms of employment determined by a document of general application (For example, Sectoral determination, bargaining council agreement, collective agreement.)

☐ Yes (specify): \_\_\_\_\_ ☒ No

- 6.2** Attach a copy of a document reflecting the learner's conditions of employment (for example: Contract of employment, written particulars of employment.)

<b>Learner's signature:</b>  Date: 26 April 2018	<b>Parent/guardian's signature:</b> (Only if the Learner is a minor)  Date: 26 April 2018
<b>Witness signature:</b>  Date: 26 April 2018	<b>Witness signature:</b>  Date: 26 April 2018
<b>Employer or Lead Employer's signature:</b>  Date: 26 April 2018	<b>Provider or Lead Provider's signature:</b>  Date: 26 April 2018
<b>Witness signature:</b>  Date: 26 April 2018	<b>Witness signature:</b>  Date: 26 April 2018

## FOR MICT SETA USE ONLY

**MICT SETA  
Signature:**

Learning  
Administrator

Programme

MICT Seta LDP Official

Date:



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