



mictseta

Media, Information and Communication Technologies  
Sector Education and Training Authority

Accreditation no: ACC/2014/00/160

Accelerating quality skills towards an information savvy society

## LEARNERSHIP AGREEMENT

This Agreement is entered into between

**ASITHANDILE LUKE**

*The Learner*

and

**LITTLE PIG CC**

*The Organisation*

And/or

**LITTLE PIG CC**

*The Training Provider*

For

**SYSTEM SUPPORT - NQF LEVEL 4**

*Learnership Title*

A.A. 29P 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.

*J.A. ZSP LKNS*

**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**

Luke

**Name**

ASITHANDILE

**2.2 Identity Number:**

9604285752085

**2.3 Date of Birth:**

Day

28

Month

April

Year

1996

**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):

☒

No

**2.7 Home Address:**

05 Dunbar Court

Quigney

East London

Postal Code 5210

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

08 Barkly Street

Cathcart

Postal Code 5310

**2.9 E-mail Address:**

asithandilesakhile@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 Human Resource Management.

**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:**

11 months

**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**

LUKE

**Name**

Noxolo

**3.2 Identity Number:****3.3 Home Address**

08 Barkly Street Cathcart

Postal Code 5310

AA ZSP LK NS

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

Postal Code	

**3.5 Telephone number**

Home

063 153 9106

Work

**3.6 E-mail Address:**

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**4 Employer details****4.1 Legal Name of Employer:**

Little Pig CC

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

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**4.3 Are you acting as Lead Employer?**☒

Yes

☐

No

**4.4 Business Address:**

11 William Avenue

Vincent

East London

Postal Code 5247

**4.5 Postal address (if different from 4.4):**

Postal Code

**4.6 Name of contact person:**

Surname

Kama

Name

Lulamisa

**4.7 Telephone**

0437262864

**4.8 Fax**

0865043042

**4.9 E-mail Address:**

lulamisa@littlepig.cc

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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:**

<b>SIC:</b>	<b>SARS:</b>	<b>SETA:</b>	<b>SAQA:</b>
86007	9032880198	12	48573

P.A

ZSP







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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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