

Website and Service Terms and Conditions

Protea Pathways (Pty) Ltd

PUBLIC POLICY | VERSION 1.0

Effective date	7 September 2026
Review date	7 September 2027, or earlier if the law or services change
Applies to	Protea Childcare, Protea Education, Protea Online, Protea Global and proteapathways.com
Document owner	Director / Information Officer

This document reflects Protea Pathways' current operating model. It applies together with the relevant quotation, booking confirmation, consent forms and mandatory South African law, and will be reviewed when services, suppliers or legal requirements change.

1. About Protea Pathways

Protea Pathways (Pty) Ltd, registration number 2026/512281/07, is the umbrella company for Protea Childcare, Protea Education, Protea Online and Protea Global. Protea Childcare provides professional childcare through screened nannies using age-appropriate learning through play. It is not a school. Childcare services start at the confirmed wedding or event venue, or at the parent or guardian's address. Tutoring, courses and other approved online education services start online through the platform stated in the booking confirmation. The registered office at 115 Sharlyn Avenue, Paarl is used for company and legal administration and is not a service venue open to clients.

2. Acceptance and order of documents

Using the website means agreeing to these website terms. A booking is also governed by the accepted quotation, booking confirmation, applicable service policy and signed consent documents. If documents conflict, mandatory law prevails, followed by the signed service agreement, booking confirmation and these general terms.

3. Enquiries and bookings

Submitting an enquiry, chatbot message or booking form does not confirm availability. A booking is confirmed only when Protea Pathways accepts it in writing and all stated forms, consents and required payments have been received.

4. Accurate information and parental authority

Clients must provide complete and accurate information relevant to the service, including emergency, medical, allergy, learning, behavioural, access and collection information. A person booking for a child confirms that they are the parent, guardian or otherwise authorised to make the booking and provide relevant consents.

5. Fees and payment

Wedding and event childcare is quoted from a standard service rate of R250 per hour, subject to the number and needs of the children, hours, venue, travel and staffing assessment. Any reservation amount, due dates, included hours, overtime and travel charges will be stated in the quotation. International or destination weddings are individually quoted to account for travel, staffing, accommodation and currency arrangements; they are not automatically charged at double the local rate. Protea Pathways will not add undisclosed charges.

6. Cancellations, rescheduling and refunds

The Booking, Cancellation and Refund Policy forms part of these terms. For wedding and event childcare, cancellation at least seven calendar days before the service receives a refund less disclosed and proven unrecoverable costs; cancellation from 48 hours to less than seven days receives 50% of the amount paid; and cancellation less than 48 hours before the service is non-refundable except where law requires otherwise. Any cancellation charge remains subject to the Consumer Protection Act and other applicable law.

7. Safety and service suitability

Protea Pathways may request information needed to assess whether a service can be provided safely. A booking may be declined, paused or ended where material information was withheld, the environment is unsafe, unlawful instructions are given, agreed supervision conditions are not maintained, or immediate safety is at risk. Any response must prioritise the child or learner's welfare.

8. Client and venue responsibilities

The client must provide accurate information, lawful instructions, reliable emergency contacts and a reasonably safe service environment. At a home or event venue, the client remains responsible for venue security, pools and water hazards, animals, dangerous items, intoxicated or disruptive guests, access permissions and risks created by third parties unless the written booking assigns a specific duty to Protea Pathways. The client must identify authorised adults and must not require a nanny, educator or tutor to perform undisclosed, unlawful or unsafe duties.

9. Fair allocation of responsibility

Each party is responsible for loss caused by its own breach, negligence or unlawful conduct. To the extent permitted by law, the client is responsible for reasonable loss or third-party claims caused by materially false information, withheld safety information, unsafe conditions under the client's control, unauthorised instructions or the client's breach of the booking agreement. This protection does not apply to loss caused by Protea Pathways' negligence, gross negligence, wilful misconduct or any liability that cannot legally be excluded.

10. Childcare boundaries

The assigned nanny's duties, hours, child ratios, location, transport authority, activities and any exclusions must be confirmed in writing. A nanny may not be required to perform unsafe, unlawful or undisclosed duties. Parents or guardians retain responsibility for giving accurate instructions and providing safe premises, emergency details and necessary supplies.

11. Online tutoring, courses and digital resources

Access credentials are personal unless a licence states otherwise. Users may not copy, resell, upload, distribute or adapt protected materials beyond the permission granted. Educational results depend on attendance, participation and individual circumstances and are not guaranteed. Any certification claim must identify the actual awarding or endorsing body and must not be published until authority is confirmed.

12. Website content and chatbot

Website and chatbot content provides general information and does not replace a written booking confirmation, professional advice or emergency assistance. Users should not submit highly sensitive documents, banking passwords or full medical files through the chatbot.

13. Intellectual property

Unless stated otherwise, Protea Pathways owns or lawfully uses the website content, branding, course material and resources. A purchase grants only the stated personal or organisational use right and does not transfer ownership.

14. Third-party services and links

The website may use or link to third-party booking, payment, communications, video, social-media or learning services. Their own terms may apply. Protea Pathways remains responsible for its obligations and will not use a general disclaimer to exclude liability that cannot lawfully be excluded.

15. Liability

Nothing in these terms excludes liability or consumer rights that cannot legally be excluded. Subject to that limitation, each party remains responsible for loss caused by its own breach, negligence or unlawful conduct. Any proposed liability cap must be reviewed professionally before being added to a client agreement.

16. Events outside reasonable control

Neither party is responsible for delay or failure caused by an event genuinely outside that party's reasonable control, but the affected party must communicate promptly and take reasonable steps to reduce the impact. Fees for services not provided will be handled fairly under the booking policy and applicable law.

17. Complaints and governing law

Complaints may be submitted under the Complaints and Feedback Policy. South African law applies. The parties should first attempt a fair internal resolution without preventing either party from using a regulator, ombud, tribunal or court where legally available.

Policy administration

Questions, correction requests and policy concerns may be sent to info@proteapathways.com or 066 399 9277.

- ❏ Policy owner: Narina Monique Minnaar, Owner and Information Officer.
- ❏ Version: 1.0, effective 7 September 2026.
- ❏ Scheduled review: 7 September 2027, or earlier after a material operational or legal change.
- ❏ The current published version replaces earlier website copies of the same policy.

Official legal and regulatory references

Protection of Personal Information Act 4 of 2013: <https://www.gov.za/documents/protection-personal-information-act>

Promotion of Access to Information Act resources and private-body manual template:
<https://eservices.inforegulator.org.za/paiamanuals/>

Information Officer registration and POPIA resources: <https://inforegulator.org.za/popia/>

PAIA and POPIA complaints: <https://inforegulator.org.za/complaints/>

Consumer Protection Act 68 of 2008: <https://www.gov.za/documents/consumer-protection-act>

Electronic Communications and Transactions Act 25 of 2002:
<https://www.gov.za/documents/electronic-communications-and-transactions-act>

Children's Act and child-protection register information: <https://www.justice.gov.za/vg/children.html>