

Policy and Compliance Pack

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.

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This coordinated public policy pack must be applied together with each accepted quotation, booking confirmation and consent form. Protea Pathways will update it when services, providers or legal requirements materially change.

PRIVACY NOTICE AND POPIA POLICY

PUBLIC POLICY | VERSION 1.0

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1. Purpose and scope

Protea Pathways (Pty) Ltd respects privacy and aims to process personal information lawfully, reasonably and transparently. This notice applies to website visitors, clients, parents and guardians, children and learners, applicants, nannies, educators, contractors, suppliers and other people who interact with the company.

2. Responsible party and contact details

Responsible party	Protea Pathways (Pty) Ltd
Information Officer	Narina Monique Minnaar, Owner and registered Information Officer
Registration number	2026/512281/07
Registered address	115 Sharlyn Avenue, Paarl, Western Cape, South Africa
Postal address	No separate postal address; use the registered address or email
Privacy email	info@proteapathways.com
Telephone	066 399 9277
Website	https://proteapathways.com/

3. Personal information we may collect

- Identity and contact information, including names, telephone numbers, email addresses and addresses.
- Booking and service information, correspondence, attendance information and payment records.
- Information about children and learners, including age, parent or guardian details, learning needs, allergies, health information, emergency contacts and authorised collection details where necessary.
- Applicant, employee and contractor information, including qualifications, references, work history, identity details and screening results.
- Website and device information, such as IP address, browser details, cookie choices and usage information, where the website tools collect it.
- Photographs, recordings or testimonials only where a suitable lawful basis and any required consent exist.

4. Why and on what basis we process information

Information may be processed to respond to enquiries; assess and confirm bookings; provide safe childcare, education, tutoring and online services; communicate with clients; process payments; manage staff and contractors; protect legal rights; keep required records; prevent misuse; and comply with law. Depending on the circumstances, processing may be based on consent, a contract, a legal obligation, protection of a legitimate interest, or another lawful ground under POPIA.

5. Children's personal information

Because Protea Pathways serves children and learners, some information may be special or sensitive. It must be limited to what is genuinely needed for the service or safety of the child. Information about a child will ordinarily be obtained from and managed with the child's parent, guardian or other competent person, unless another lawful basis applies. Children must not be asked to send identity documents, medical records or payment information through the chatbot.

6. Sources of information

Information is usually collected directly from the person concerned, a parent or guardian, an authorised representative, a job applicant or contractor. It may also come from lawful reference, qualification, identity, criminal-record or suitability checks. The website chatbot is used to collect basic enquiry and contact details when the owner is unavailable; it must not be used by children to submit sensitive information.

7. Sharing and operators

Information may be shared only where necessary with authorised personnel; assigned nannies, educators or tutors; GoDaddy for website hosting; Google services for approved cloud storage and communications; Capitec Bank for EFT banking records; future approved booking or online-lesson providers; professional advisers; emergency services; screening or verification bodies; insurers; and regulators or law-enforcement bodies where legally required. No analytics or social-media tracking pixel is currently declared as active. Service providers processing information for Protea Pathways should be bound by appropriate confidentiality and security obligations.

8. Cross-border processing

GoDaddy, Google and other online providers may store or process information outside South Africa. Protea Pathways will use providers subject to contractual, legal or other safeguards appropriate under POPIA and will update this notice when a booking, newsletter, payment, analytics or teaching platform is introduced.

9. Security and data incidents

Protea Pathways will use reasonable technical and organisational safeguards appropriate to the information and risk. Measures should include access controls, strong authentication, secure devices, appropriate backups, confidentiality duties, controlled sharing, staff awareness and secure disposal. Suspected loss, misuse or unauthorised access must be reported immediately to the Information Officer and assessed under POPIA's security-compromise requirements.

10. Retention

Information will be retained only for as long as required for the purpose collected, a contractual or legal requirement, dispute management, safeguarding or legitimate recordkeeping. A formal retention schedule must be approved for client, learner, safeguarding, financial, employment, applicant and marketing records.

11. Direct marketing

Electronic direct marketing will be sent only where permitted by POPIA. Recipients must be given a clear way to object or unsubscribe. Service messages needed to manage a booking are not marketing messages.

12. Cookies and analytics

The website should display a cookie notice that accurately identifies essential GoDaddy or website-function cookies. Protea Pathways does not currently declare Google Analytics or Meta Pixel as active. Optional analytics or advertising technologies must not be activated without updating the notice and implementing appropriate user choices.

13. Your rights

- ▣ Ask whether Protea Pathways holds personal information about you and request access where permitted.
- ▣ Request correction or deletion of inaccurate, irrelevant, excessive, outdated, incomplete, misleading or unlawfully obtained information.

- ❑ Object to processing where POPIA provides that right, or withdraw consent where processing depends on consent.
- ❑ Complain to Protea Pathways and, where appropriate, to the Information Regulator.

14. Changes to this notice

Material changes will be reflected by updating the effective date and, where appropriate, notifying affected people through the website, email or the relevant service channel.

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.
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PAIA MANUAL

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1. Acronyms

DIO	Deputy Information Officer
IO	Information Officer
PAIA	Promotion of Access to Information Act 2 of 2000, as amended
POPIA	Protection of Personal Information Act 4 of 2013
Regulator	Information Regulator (South Africa)

2. Purpose

This manual explains the records held by Protea Pathways (Pty) Ltd, how a person may request access to a record required for the exercise or protection of a right, the categories of records that may be available without a formal request, and how personal information is processed.

3. Key contact details

Head of private body / IO	Narina Monique Minnaar, Owner and registered Information Officer
DIO	None designated at present
Access to information email	info@proteapathways.com
Telephone	066 399 9277
Postal address	No separate postal address; use the registered address or email
Registered physical address	115 Sharlyn Avenue, Paarl, Western Cape, South Africa
Website	https://proteapathways.com/

4. Guide on how to use PAIA

The Information Regulator publishes a guide explaining PAIA and POPIA, the request process, available assistance, remedies, fees and forms. It can be obtained from the Information Regulator's website or requested from Protea Pathways' Information Officer once the contact channel above is active.

5. Records available without a formal request

Website information	Service descriptions, published FAQs, contact information and public notices
Policies	Current public privacy notice, PAIA manual, website terms and published service policies
Marketing material	Public brochures, advertisements and social-media posts
Recruitment	Public vacancy notices and application instructions

6. Records available under other legislation

Depending on the company's activities and workforce, records may be held under legislation including the Companies Act 71 of 2008, Income Tax Act 58 of 1962, Tax Administration Act 28 of 2011, Value-Added Tax Act 89 of 1991, Basic Conditions of Employment Act 75 of 1997, Labour Relations Act 66 of 1995, Employment Equity Act 55 of 1998, Unemployment Insurance Act 63 of 2001, Compensation for Occupational Injuries and Diseases Act 130 of 1993, Consumer Protection Act 68 of 2008, Electronic Communications and Transactions Act 25 of 2002, Children's Act 38 of 2005, POPIA and PAIA. Inclusion does not mean every statute applies in every circumstance.

7. Subjects and categories of records

Corporate	CIPC records, memorandum of incorporation, registers, resolutions, licences and compliance records
Governance and compliance	Policies, risk records, PAIA requests, privacy requests, incidents and complaints
Clients and bookings	Enquiries, quotes, agreements, consent records, attendance, communications and payment records
Children and learners	Service, safety, learning, health, emergency, collection, safeguarding and consent records
Personnel and contractors	Applications, contracts, qualifications, references, screening, performance and payment records
Education and content	Course materials, lesson resources, assessments, learner records and intellectual-property records
Finance and tax	Invoices, receipts, bank records, accounts, tax and statutory records
Technology	Website, access, security, system, backup, vendor and incident records

8. How to request access

- ☒ Use the current prescribed PAIA Form 2 and identify the record, the right to be exercised or protected, the preferred access method and your contact details.
- ☒ Send the completed request to the Information Officer using the verified contact details in section 3.
- ☒ Provide proof of identity and authority where the request is made for another person.
- ☒ Pay only the fees permitted by the current PAIA regulations if notified that a fee is due.
- ☒ Access may be granted, partly granted or refused only in accordance with PAIA. A requester may use the complaint and court remedies provided by law.

9. Processing of personal information

Protea Pathways may process information about clients, parents, guardians, children, learners, applicants, staff, contractors, suppliers and website users for bookings, service delivery, safeguarding, payments, communication, recruitment, legal compliance and legitimate business administration. Potential recipients and security safeguards are described in the Privacy Notice.

10. Planned transborder flows

GoDaddy and Google services may process website, contact, communications or approved cloud-storage information outside South Africa. No dedicated booking system, online payment gateway, analytics platform or online lesson platform is currently recorded as active. This manual must be updated when any such provider is appointed.

11. Availability and updating

Once approved, this manual should be available on the company website, at the company's physical office during normal business hours, to any person on request subject to lawful fees, and to the Information Regulator on request. It will be reviewed regularly and when material legal or operational changes occur.

12. Approval

Issued by: _____

Name and title: Narina Monique Minnaar, Owner / Head of Private Body

Date: _____

Policy administration

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WEBSITE AND SERVICE TERMS AND CONDITIONS

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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

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SAFEGUARDING AND CHILD PROTECTION POLICY

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1. Commitment

Protea Pathways places the safety, dignity, rights and best interests of children at the centre of its work. Abuse, exploitation, neglect, grooming, harassment, corporal punishment, humiliation and degrading treatment are not accepted.

2. Scope

This policy applies to directors, employees, nannies, educators, tutors, contractors, volunteers and any other person acting for Protea Pathways in person or online. It covers childcare assignments, weddings and events, tutoring, training, online interactions, transport and company communications.

3. Recruitment and suitability

- ❑ Verify identity, experience, references and relevant qualifications before unsupervised work is assigned.
- ❑ Complete and document criminal-record, reference, National Child Protection Register and National Register for Sex Offenders checks before any nanny is assigned to a child.
- ❑ Record screening outcomes securely and repeat or update checks where risk, law or policy requires it.
- ❑ Require signed confidentiality, conduct and safeguarding commitments before placement.
- ❑ Do not describe a person as vetted or cleared unless the specific checks were completed, current and documented.

4. Expected conduct

- ❑ Use respectful, age-appropriate communication and positive guidance.
- ❑ Maintain professional boundaries and avoid favouritism, secrecy, threats, humiliating language or unnecessary physical contact.
- ❑ Never use corporal punishment, withhold essential care, expose a child to unsafe content, or work while impaired.
- ❑ Never exchange private or disappearing messages with a child. Communicate through the parent, guardian or approved platform unless an agreed educational channel is supervised.
- ❑ Do not transport, photograph, record, medicate, take a child off-site or allow collection by another person without the required authority.
- ❑ Do not share a child's identity, location, image, medical details or personal circumstances beyond those who need the information for a lawful purpose.

5. Intimate and personal care

Nappy changing, toileting, dressing and other personal care must preserve dignity, follow the parent or guardian's instructions, be appropriate to the child's age and needs, and never be recorded or photographed. Any unusual injury, disclosure or concern must be documented and escalated.

6. Health, medication and additional needs

Relevant allergies, medical needs, disabilities, sensory needs and emergency instructions must be disclosed before service delivery. Medication may be administered only with written parent or guardian authority, clear instructions, the original labelled container and suitable records, and only when the assigned nanny is competent and willing to do so. Inclusion must be supported without making promises beyond the provider's competence or the service's safe capacity.

7. Ages, supervision ratios and service locations

Protea Childcare serves children from birth to 12 years. Individual care is preferred. A group ratio will not normally exceed one nanny to five children, but the owner may require a lower ratio after considering ages, additional needs, the venue, activities and overall risk. Childcare services start at the confirmed wedding or event venue, or at the parent or guardian's address. Tutoring, courses and other approved education services may start online through the platform stated in the booking confirmation. No service starts from the registered office unless expressly agreed in a future written service offering.

8. Transport

A nanny may not transport a child unless the parent or guardian has given specific written authority and the driver, vehicle, insurance, child-restraint arrangements and journey have been approved in advance. Transport is not included unless it appears in the written booking confirmation.

9. Responding to a concern or disclosure

- ▣ Stay calm, listen without interrogating, do not promise secrecy and do not confront the alleged person in a way that increases risk.
- ▣ Record the child's words and relevant observations accurately, using date, time and names. Do not add assumptions.
- ▣ Report immediately to the designated safeguarding lead or Director. If a child faces immediate danger, contact emergency services or the appropriate child-protection authority without delay.
- ▣ Preserve confidentiality, sharing information only with people who need it to protect the child or meet a legal duty.
- ▣ An allegation against a worker must result in immediate risk assessment and protective steps that are fair to all parties and do not compromise reporting or investigation.

10. Online safeguarding

Online sessions should use approved accounts, age-appropriate platforms and parent or guardian visibility appropriate to the learner's age. Sessions may not be privately recorded. Any recording for a defined educational purpose requires prior written consent, secure storage and a retention limit.

11. Photography and media

Media consent is optional and separate from service consent. A child's image must not be published with unnecessary identifying information or live-location details. Refusal of media consent must not reduce the quality of care or education.

12. Records and review

Safeguarding records must be factual, securely restricted and retained under an approved schedule. This policy must be reviewed after a serious incident, a material legal change or at least annually.

13. Safeguarding contacts and emergency escalation

Interim Designated Safeguarding Lead: Narina Monique Minnaar, Owner | 066 399 9277 | info@proteapathways.com

For immediate danger or a medical emergency, contact the relevant emergency service first, then the parent or guardian and the Safeguarding Lead. Suspected abuse, neglect or exploitation must be referred to the appropriate police, social-development or child-protection authority where required. The Safeguarding Lead

records the concern and coordinates follow-up without delaying urgent protection.

Policy administration

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BOOKING, CANCELLATION AND REFUND POLICY

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1. Scope

This policy applies to Protea Pathways childcare, wedding and event nanny services, tutoring, training, online offerings and related services, unless a signed service-specific agreement states lawful additional terms.

2. Confirmation

A booking is confirmed only after written acceptance by Protea Pathways and receipt of all required forms, consents and stated payments. Automated acknowledgements and chatbot responses do not confirm a booking.

3. Quotations and payment

Wedding and event childcare is quoted from a standard service rate of R250 per hour. Each quotation must state the service, date and time, confirmed venue or online platform, number and needs of children or learners, staffing ratio where applicable, included hours, travel costs, total price, payment schedule and any reservation amount. Childcare starts at the confirmed venue or parent address. Tutoring, courses and other approved online education services start through the platform stated in the booking confirmation. Overtime and travel depend on the assignment and must be quoted or agreed in writing. Payment is currently made by EFT to the company's Capitec account; no online payment gateway is currently used. No undisclosed fee will be charged.

4. Client cancellations

Clients should cancel in writing as soon as possible. Protea Pathways may charge only a reasonable cancellation amount allowed by law, taking account of the notice given, the likelihood of filling the booking, work already performed, unrecoverable costs and the nature of the service.

Wedding / event childcare	7+ days: refund less proven unrecoverable costs. 48 hours to under 7 days: 50% refund. Under 48 hours: non-refundable except where law requires otherwise.
Tutoring session	Cancel 7+ days before for a refund. Reschedule at least 24 hours before. Later cancellation or a no-show is non-refundable except where law requires otherwise.
Training / live course	Before commencement: refund less reasonable incurred costs. After commencement: no automatic full refund; a fair partial refund may be considered for undelivered components.
Digital content	Access is personal. Materials may not be shared or resold. Refund rights for accessed or downloaded content remain subject to the CPA, ECTA and the condition and description of the content.

5. Rescheduling

Wedding and event rescheduling should be requested at least three calendar days before the service. Tutoring rescheduling requires at least 24 hours' notice. Every change is subject to availability. If Protea Pathways agrees, amounts already paid may be transferred to the new date after deducting only lawful, disclosed and reasonable unrecoverable costs. Repeated changes may require a new quotation.

6. Cancellation by Protea Pathways

If Protea Pathways cannot provide the confirmed service, it will offer a suitable replacement or rescheduled service where reasonably possible. If the client does not accept the alternative, amounts paid for the unprovided service will be refunded, without limiting rights that cannot legally be excluded.

7. Late arrival, overtime and collection

Additional childcare time is subject to nanny availability and the overtime rate agreed in the quotation or in writing. Parents and guardians must arrange timely collection or relief. Tutoring students should notify Protea Pathways of delays so schedules can be adjusted where possible. After three repeated late arrivals, the owner may review the learner's reserved time slot. If a responsible adult cannot be reached for a child, the nanny will follow the emergency and safeguarding procedure and will not leave the child unattended.

8. Client responsibilities

The client must disclose information reasonably needed to quote and deliver the service safely, provide authorised contacts, ensure reasonable access to the confirmed venue or online platform, and pay agreed amounts on time. The client is responsible for avoidable additional costs caused by inaccurate information, undisclosed venue conditions, unavailable access or unauthorised instructions, subject to proof and applicable law.

9. Illness, unsafe conditions and emergencies

Protea Pathways may pause, modify or end a service where continuing would create a material safety, health or safeguarding risk. The financial outcome will be assessed fairly in light of the circumstances, costs incurred, service already delivered and applicable consumer law.

10. Events outside reasonable control

If severe weather, venue closure, transport disruption, sudden illness, platform failure or another event genuinely outside reasonable control prevents performance, the parties will first consider a safe replacement, remote alternative or new date. Any refund or credit will reflect the service delivered, reasonable unrecoverable costs and mandatory consumer rights.

11. Refund administration

Approved refunds will be initiated within seven calendar days and paid to the original payer or verified bank account. Bank processing time may fall outside Protea Pathways' control.

12. How to cancel or request a refund

Send the booking reference, client name, service date, reason and requested outcome to info@proteapathways.com. Do not send card numbers or banking passwords.

13. Consumer rights

This policy does not remove rights under the Consumer Protection Act, Electronic Communications and Transactions Act or other applicable law. If a provision conflicts with mandatory law, the lawful requirement will apply.

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COMPLAINTS, FEEDBACK AND MEDIA POLICIES

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1. Purpose

Protea Pathways welcomes concerns and feedback as part of safe, accountable and respectful service. A person will not be disadvantaged for raising a genuine concern in good faith.

2. How to complain

Submit the complaint to Narina Monique Minnaar at info@proteapathways.com or 066 399 9277. Include your name and contact details, the relevant division or service, booking reference if applicable, dates, people involved, what happened and the outcome you are seeking. Anonymous safeguarding concerns will still be considered, although limited information may affect the investigation.

3. Response stages

Acknowledgement	Immediately where practical and no later than 1 business day
Initial risk assessment	Immediately for safeguarding, safety, privacy or urgent service risks
Initial outcome target	Within 24 hours for straightforward matters
Complex matter update	Provided within 24 hours if safeguarding, evidence or third-party input requires more time
Final outcome	A clear written response with findings, action and available escalation route as soon as reasonably possible

4. Fair handling

- ☐ The complaint will be handled by someone with appropriate authority and, where possible, no unmanaged conflict of interest.
- ☐ Relevant people will have a fair opportunity to provide information.
- ☐ Records will be factual, confidential and limited to people who need access.
- ☐ Protea Pathways will distinguish service recovery, disciplinary processes, safeguarding referrals, privacy remedies and legal disputes.
- ☐ No promise of a particular outcome will be made before the facts are assessed.

5. Safeguarding and emergencies

A concern about immediate danger, abuse, neglect, exploitation or a person unsuitable to work with children must be escalated under the Safeguarding and Child Protection Policy without waiting for the ordinary complaint timeline. Emergency services or the appropriate authority must be contacted where required.

6. Privacy and PAIA complaints

Privacy requests and complaints should first be directed to the Information Officer. PAIA requests must follow the prescribed process. Where the internal response does not resolve the matter, a person may use the complaint mechanisms of the Information Regulator and any other remedy available by law.

7. Consumer escalation

The owner will reconsider a disputed outcome using any new information provided. Because Protea Pathways is currently owner-operated, there is no separate internal appeal officer. A consumer may use an available ombud, the National Consumer Commission, a provincial consumer authority, tribunal or court where applicable. Protea Pathways will not state that internal review is the only available remedy.

8. Learning and records

Complaint trends, corrective actions and recurring risks will be reviewed by management. Records will be retained securely under an approved retention schedule, with access limited according to role and legal need.

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.

Photography, Video and Testimonial Policy

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. Principle

Consent to photography, video, audio, testimonials or marketing is optional and separate from consent needed to deliver a service. Refusing media consent will not reduce the quality of childcare, education or support.

2. Written consent

For a child, consent must be obtained from the parent, guardian or other competent person before identifiable content is captured or used, unless a different lawful basis clearly applies. The consent form must specify the type of media, purpose, channels, duration and whether names or other identifiers may be used.

3. Safe creation and publication

- ❑ Do not show unnecessary identifying details, school names, addresses, live locations, medical information or private family circumstances.
- ❑ Do not create or publish images showing intimate care, distress, injury, unsafe conduct or content that could undermine a child's dignity.
- ❑ Use company-approved devices and transfer content promptly to approved storage. Do not retain company media in personal galleries or private cloud accounts.
- ❑ Check the consent record before every publication or reuse, including reposting older content.
- ❑ Use only the channels and purposes recorded in the consent.

4. Events and third parties

At weddings and events, Protea Pathways controls only media created or commissioned by it. The client and event organiser should be informed of childcare areas and consent boundaries. Staff may not share images taken by guests or photographers through company channels without the required authority.

5. Testimonials

Testimonials must be genuine, accurately represented and used with permission. A child's full name should ordinarily not be used. Incentives, if any, must be disclosed and must not be linked to pressure for a positive statement.

6. Withdrawal and deletion

Media consent is valid for 12 months from signature unless a shorter period is stated, and may be withdrawn earlier by contacting Narina Monique Minnaar at info@proteapathways.com. Protea Pathways will stop new use within a reasonable time and remove content under its control where reasonably possible, while explaining any lawful or practical limits relating to material already printed, lawfully distributed or retained for evidence.

7. Retention

Unused media should be deleted promptly. Approved content and consent records will be kept only for the approved campaign or retention period. The final consent form must state the period and deletion approach.

8. Consent record fields

Child / participant	[FULL NAME]
Parent / guardian	[FULL NAME AND RELATIONSHIP]

Permitted media	[PHOTO / VIDEO / AUDIO / TESTIMONIAL]
Permitted purposes	[INTERNAL LEARNING / WEBSITE / SOCIAL MEDIA / PRINT]
Use of first name	[YES / NO]
Consent period	12 months from signature, unless a shorter period is written here: -----
Signature and date	-----

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.
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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>