

# TRAINING REGULATIONS

Effective 1 January 2016

**NOTE:**

- *Words importing the masculine gender include the female gender*
- *Insertions are indicated in bold, underlined text*
- *Deletions are indicated by means of italicised, struck through text*

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### 1. AUTHORITY AND INTERPRETATION OF THE REGULATIONS

- 1.1. The South African Institute of Chartered Accountants (SAICA), after consultation with relevant stakeholders, has determined that the following Training Regulations ("Regulations") pertain to the training of trainee accountants.
- 1.2. These Regulations must be interpreted in a manner that is consistent with the SAICA Constitution, By-laws Code of Professional Conduct, the Auditing Profession Act, 2005 and any other applicable legislation of the Republic of South Africa, in order to give full effect to the objective of producing competent and professional chartered accountants.
- 1.3. The headings and sub-headings in these Regulations must not be taken into account in the interpretation of these Regulations.
- 1.4. The annexures referred to in the Regulations form part of these Regulations.
- 1.5. The explanatory notes are merely for clarification, and should be read in conjunction with these Regulations.

### 2. DISCRETIONARY POWERS OF SAICA REGARDING TRAINING AND ACCREDITATION MATTERS

- 2.1. SAICA has the power, in its absolute discretion and in the interests of the profession, to –
  - 2.1.1. refuse to register a training contract of a trainee accountant who, despite the fact that he meets other registration requirements, is nevertheless disqualified for registration as a CA(SA) or an AGA(SA) in terms of SAICA's Constitution and By-laws (also refer to Regulation 30.4 and Annexure 3); and/or
  - 2.1.2. order the cancellation of the training contract of a trainee accountant who, despite the fact that he meets other requirements in terms of his training contract, is nevertheless disqualified for registration as a CA(SA) or an AGA(SA) in terms of SAICA's Constitution and By-laws; and/or
  - 2.1.3. refuse to consent to any request or application relating to the training contract (also refer to Regulation 30.4); and/or
  - 2.1.4. make any decision relating to any existing training contract; and/or
  - 2.1.5. make any decision relating to the accreditation or continued accreditation of a training office.
- 2.2. Notification in writing about SAICA's decision in relation to training or accreditation matters is final and binding, provided all the relevant appeal procedures of SAICA have been exhausted.

### 3. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

*The references an accredited bridging programme and the CTA have been removed from the academic programme definition  
The (AGA)SA qualification has been added to the definitions  
All references to group training offices have been deleted*

In these Regulations, unless expressly stated otherwise or inconsistent with the context in which they appear –

**“academic progress”** means the satisfactory completion of all or sufficient subjects to enable a trainee accountant to make one further year of progress towards the completion of an accredited undergraduate ~~or accredited bridging programme~~ **or equivalent** ~~(the trainee accountant must thus progress one year closer to qualifying for registration for the CTA or equivalent)~~. The trainee accountant must achieve at least one year of academic progress during any two calendar years. This progress is measured by passing the examinations of the accredited education institution;

**“academic trainee accountant”** means a trainee accountant who participates in SAICA's academic trainee accountantship programme and spends the first year of his training contract at an accredited education institution that offers an academic training programme accredited by SAICA for this purpose;

**“accreditation criteria”** mean a set of requirements with which an organisation has to comply before it can be accredited or re-accredited as a training office;

**“accredited BCom”** means an undergraduate qualification accredited by SAICA;

**“accredited Bridging Programme”** means a bridging programme accredited by SAICA;

**“accredited education institution”** means an institution that awards a qualification accredited by SAICA;

**“AGA(SA)”** means an Associate General Accountant (South Africa) who is registered as such with SAICA;

**“ANA”** means an Assessment Needs Analysis and refers to a form used as part of the assessment process to record a trainee accountant's cumulative competence to date; analyse his developmental needs; and provide developmental and support plans on how these developmental needs will be addressed during the next evaluation period;

**“APC”** means the Assessment of Professional Competence, and is set by the APC Examinations Committee as one of the prerequisites for registration as a CA(SA);

~~**“branch”** means an office that forms part of a group training office and where a trainee accountant may be deployed;~~

**“CA(SA)”** means a Chartered Accountant (South Africa) who is registered as such with SAICA;

**“complaint”** means any information which is provided to SAICA in terms of the complaints procedure set out in Annexure 3 or any information which comes to SAICA's attention through any other means, which may contravene the SAICA Constitution, By-laws or these Regulations;

**“core experience hours”** refers to all time spent by a trainee accountant on work or activities related to the prescribed compulsory, elective and residual competencies and excludes academic studies;

**“CTA”** means a Certificate in the Theory of Accountancy and refers to a qualification conferred by an accredited education institution and recognised by SAICA as a prerequisite for admission to the ITC;

**“effective start date of a training contract”** means the date on which the SAICA training contract started, as indicated by the trainee and agreed to by the training officer;

**“elective, residual and compulsory competencies”** mean the competencies prescribed by SAICA in terms of the SAICA Training Programme;

**“employment contract”** means a contract or letter signed by the training office and acknowledged by the trainee accountant, which deals with the conditions of employment of the trainee accountant as provided for in the Basic Conditions of Employment Act, 1997, the Labour Relations Act, 1996 and any other applicable legislation;

~~“group training office” refers to the head office and branches of a training office which are collectively accredited;~~

~~“head office” refers to the entity of a group training office where the trainee accountants of that group training office are employed;~~

“IRBA” means the Independent Regulatory Board for Auditors established in terms of the *Auditing Profession Act, 2005*;

“ITC” means the Initial Test of Competence, a qualifying examination set by the Examinations Committee of SAICA as one of the prerequisites for registration as a CA(SA);

“notify” means to communicate with SAICA in writing using the method or procedure prescribed by the particular Regulation;

“ordinarily resident” means where the person has his usual or principal residence

“pre-accreditation visit” is a site visit conducted to a prospective training office to establish the extent to which the training office meets the SAICA accreditation criteria as set out in Annexure 2 of these Regulations;

“PSR” means Professional Skills Review and refers to a form used as part of the assessment process to document and review the competence demonstrated by the trainee accountant in the prescribed professional competencies;

“re-accreditation visit” means a routine site visit to a training office to establish the extent to which the training office meets the SAICA accreditation criteria, as set out in Annexure 2 of these Regulations;

“registered assessor” means a CA(SA) who has met the requirements as determined by SAICA for registration as an assessor. A training office is required to maintain a minimum ratio of one assessor for every 15 trainee accountants;

“RPL” means recognition of prior learning and refers to a mechanism for the recognition of the achievement of one or more of the competencies prescribed by SAICA, however obtained. In terms of RPL a trainee accountant need not undergo any further learning intervention in respect of the relevant competency or competencies;

“RA” means a registered auditor and refers to an individual or firm registered as an auditor with the IRBA;

“SAICA” means The South African Institute of Chartered Accountants, and includes its Committees and Subcommittees;

~~“stand alone training office” refers to a head office or a branch office of a firm or company which has been separately accredited as a training office;~~

“TCMS” means the Training Contract Management System and refers to the online system for the registration and management of training contracts;

“TSR” means a Technical Skills Review and refers to a form used as part of the assessment process to document and review the competence demonstrated by the trainee accountant in the relevant technical competencies prescribed by SAICA;

~~“TIPP” means training inside public practice;~~

~~“TOPP” means training outside public practice;~~

“trainee accountant” means a person who is employed by a training office and who is serving under a SAICA training contract;

“training contract” means a written contract, entered into on the prescribed form and registered by SAICA, whereby a trainee accountant is duly bound to serve a training office for a specified period and is entitled to receive experience in the prescribed competencies, and which meets the requirements for a learnership agreement in terms of the Skills Development Act, 1998;

“training office” means an organisation, accredited by SAICA in terms of the criteria set out in Annexure 2 of these Regulations, whether within or outside the borders of South Africa, and refers to an organisation in commerce and industry or public practice or the public sector that is approved by and registered with SAICA as an organisation

where prospective CAs(SA) and AGAs(SA) may be trained;

**“training officer”** means a person who is a member of SAICA and who is responsible for performing the functions and duties ascribed to a training officer in terms of these Regulations;

**“training requirements”** means the compulsory, elective and residual competencies prescribed for the SAICA training programme; and

**“TRECO”** means the Training Requirements Committee of SAICA and includes its subcommittees.

## CHAPTER 2 - ACCREDITATION AS A TRAINING OFFICE

*Additional requirements have been added for the accreditation and re-accreditation of a training office relating to the economic sustainability of the training office and where the trainees registered to that training office have their home base. The provisions relating to group training offices have been removed, and each entity/unit/branch of the training office will be accredited individually*

### 4. REQUIREMENTS FOR ACCREDITATION AND RE-ACCREDITATION AS A TRAINING OFFICE

- 4.1. The main objective of accrediting a training office is to allow that office to train prospective CAs(SA).
- 4.2. SAICA will consider and determine –
  - 4.2.1. whether or not to accredit an organisation that has applied for accreditation;
  - 4.2.2. the accreditation period, that is the duration of the accreditation of the training office;
  - 4.2.3. the accreditation quota, that is, the maximum number of trainee accountants that may be engaged in a training office at any given time;
  - 4.2.4. the elective(s) that the training office may offer (a training office may assign its trainee accountants to an elective according to its needs, within the limitation of the accreditation quota); and
  - 4.2.5. whether or not to increase the accreditation quota if so requested by a training office on the prescribed form.
- 4.3. In order to be accredited, the training office must –
  - 4.3.1. meet or largely meet the accreditation criteria as prescribed by SAICA from time to time (i.e. achieve an overall rating of "1" or "2");
  - 4.3.2. apply separately for accreditation for any additional elective that the training office wishes to offer;
  - 4.3.3. **demonstrate that it is economically sustainable and, in the case of organisations in public practice, that it has an existing client base that will enable it to provide the prescribed range and depth of experience to prospective or current trainees,**
  - 4.3.4. **demonstrate that the trainees registered to that office are ordinarily resident within a reasonable distance from the accredited training office, albeit that the trainees may from time to time be required to perform their duties at another entity/unit/branch of the training office;** and
  - 4.3.5. comply with all the provisions of these Regulations relating to accreditation.
- 4.4. The accreditation of a training office is valid for a specific period based on the rating achieved during the most recent re-accreditation intervention, and continued accreditation is dependent on the office demonstrating, to SAICA's satisfaction through a process of re-accreditation interventions, that it continues to meet the accreditation criteria contained in Annexure 2.
- 4.5. The most important criterion for accreditation is the ability to deliver the appropriate range, depth and quality of training and experience.
- 4.6. No organisation will be excluded from accreditation solely on the grounds of size or sector.
- 4.7. A training office (whether prospective or currently accredited) must demonstrate a commitment to provide the requisite experience for prospective CAs(SA) and must provide adequate training structures/facilities.

~~A training office may apply to be accredited either as a stand alone training office or as a head office with accredited branches (a group training office).~~

#### **Group training offices**

~~The following provisions apply to group training offices:~~



One office must be designated as the head office;

The training officer and the trainee accountant must be employed by the same legal entity (the head office) and the training officer must accept responsibility for all the trainee accountants registered with the entity;

In order for a trainee accountant to be deployed at a branch office of a group training office, the prescribed ratio of registered assessors to trainee accountants must be maintained at that branch;

The training officer must be present at each branch for the duration of the re-accreditation site visit, and is responsible for any re-accreditation interventions associated with that branch.

## 5. LAPSE OR CANCELLATION OF ACCREDITATION

*The so-called 12-month rule has been extended to accreditation for additional electives*

- 5.1. Accreditation lapses automatically if no trainee accountants have been registered in a training office for a continuous period of 12 months, after which the organisation will have to re-apply for accreditation if it wishes to employ trainee accountants in the future.
- 5.2. **Accreditation for a particular elective lapses automatically if no trainee accountants have been registered for that elective in a training office for a continuous period of 12 months, after which the organisation will have to re-apply for accreditation for the elective if it wishes to register trainee accountants for the elective in the future**
- 5.3. SAICA may cancel the accreditation of a training office that fails to comply with the Training Regulations.
- 5.4. In the event that a training office achieves a rating of "4" for two successive re-accreditation visits, the office will be de-accredited.

~~In the case of group training offices as referred to in paragraph 4.10 of these Regulations, in the event that the head office of the group training office is de-accredited, all the branches of the group will automatically be de-accredited.~~

- 5.5. A training office that has been de-accredited by SAICA may not apply for accreditation for 12 months from the date of de-accreditation. This does not apply in the case of de-accreditations referred to in 5.1 above.

### Training Office Mentorship Programme

- 5.6. Notwithstanding the provisions in 5.4 above, SAICA may, at its discretion make participation in a SAICA Training Office Mentorship Programme available to the training office.
- 5.7. The Mentorship Programme will be for a maximum period of six months and the training office will be responsible for all costs associated with this programme.
- 5.8. Should a training office again achieve a rating of "4" following the completion of the Mentorship Programme, the office will be summarily de-accredited by SAICA. SAICA's decision in this regard will be based on the nature and extent of the shortcomings identified during the visit conducted after conclusion of the Mentorship Programme.

## 6. MISREPRESENTATION ABOUT ACCREDITATION

- 6.1. It is a punishable offence for a non-accredited organisation to employ a prospective trainee accountant or to misrepresent itself to a prospective trainee accountant as a training office.
- 6.2. Contravention of this Regulation is considered to be unprofessional conduct and will be dealt with in terms of the SAICA By-laws.

## CHAPTER 3 - THE TRAINING OFFICER

*Provision has been made for a national training officer, subject to certain conditions.*

*The provisions relating to group training offices have been removed*

*A condition has been added that, in the event where a training office achieves a "4" for a re-accreditation intervention, all the trainees in the training office must attend the SAICA Trainee Assessment Workshop*

### 7. REGISTRATION REQUIREMENTS

- 7.1. Each training office must register one person with SAICA as a training officer.
- 7.2. **The training officer must be an employee (as defined in the Labour Relations Act) of the training office or an employee or partner of the partnership that is accredited as a training office.**
- 7.3. **An individual may be appointed as the training officer at more than one training office within the same company/partnership (national training officer), subject to the following conditions:**
  - 7.3.1. **The prescribed ratio of registered assessors to trainee accountants must be maintained at those training offices where the training officer is not based. The registered assessors must be ordinarily resident within a reasonable distance from the accredited training office and must be employees (as defined in the Labour Relations Act) of the training office or an employee or partner of the partnership that is accredited as a training office.**
  - 7.3.2. **The training officer must be present at each accredited training office for which he is responsible, for the duration of a re-accreditation site visit, and is responsible for any re-accreditation interventions associated with that training office.**

~~In the case of group training offices, the training officer must be situated and employed at the head office, and must accept responsibility for all the trainee accountants registered with the head office and deployed at each branch of the group training office.~~

~~In the case of stand-alone training offices, the training officer must be situated and employed at the training office.~~

- 7.4. The training officer must, on behalf of the organisation, accept responsibility for the training of trainee accountants carried out at, or from, the training office, in accordance with the requirements of SAICA.
- 7.5. The person registered as a training officer must be a CA(SA) and a registered assessor, and in the case of a training office accredited for purposes of the auditing and assurance elective, the training officer must be an RA, and must meet all the requirements stipulated in these Regulations and the accreditation criteria as set out in Annexure 2 of these Regulations.
- 7.6. A training officer must meet the requirements to be registered by SAICA as an assessor, within eight months from the date of accreditation as a training office or appointment as a training officer.
- 7.7. When a training office has failed to meet the re-accreditation criteria (i.e. achieved an overall rating of "4" for its most recent re-accreditation site visit) the training officer and each assessor in the training office must attend the next scheduled SAICA Assessment Refresher Workshop, **and the trainees in the training office must attend the next scheduled SAICA Trainee Assessment Workshop.**
- 7.8. The training officer must enjoy the full support of the top management of the training office and there must accordingly be direct reporting lines between the training officer and executive management.
- 7.9. SAICA may refuse to register a person as a training officer, or may cancel a person's registration as a training officer, if such person has been found guilty by a committee of SAICA of any offence in terms of the By-laws or the Code of Professional Conduct, or, where applicable, has been found guilty of improper conduct by a committee of the IRBA.

## **DUTIES OF A TRAINING OFFICER**

- 7.10. The training officer must fulfil his duties and responsibilities as set out in Annexure 7 of these Regulations.
- 7.11. Failure by a training officer to perform the duties and responsibilities as set out in these Regulations is considered to be unprofessional conduct and will be dealt with in terms of the SAICA By-laws.

## **8. RESPONSIBILITIES OF EXECUTIVE MANAGEMENT IN RESPECT OF THE SAICA TRAINING PROGRAMME**

- 8.1. Although a training officer is required to carry out the duties ascribed to him in these Regulations and the SAICA By-Laws, he is not solely responsible for the training of trainee accountants employed at the training office.
- 8.2. The training of trainee accountants employed at the training office is the joint responsibility of the entire management of that training office.
- 8.3. Senior managers, partners or directors or an authorised person must –
  - 8.3.1. immediately notify SAICA of an imminent change in the circumstances that could affect the training of trainee accountants in an accredited training office; and
  - 8.3.2. appoint and register a replacement training officer on the prescribed form, when and if the need arises.

## **9. LIABILITY FOR FEES AND REIMBURSEMENT IN RESPECT OF SUCH FEES**

- 9.1. A training office, through its training officer, is liable for payment to SAICA of all fees (including late lodgement fees) in respect of the training contract, as prescribed by SAICA from time to time.
- 9.2. Late lodgement fees are payable by the training office for each month or part thereof that the lodgement of the requisite documents was overdue, calculated from the day following expiry of the due date for the submission of the said document/s.
- 9.3. Excessively late lodgement may be regarded as unprofessional conduct and will be dealt with in terms of the SAICA By-laws.
- 9.4. The training office may require a trainee accountant whose training contract has been cancelled to reimburse the training office in respect of disbursements actually made by the training office to SAICA in terms of SAICA By-law 34.15.
- 9.5. Any other claim which the training office may have against the trainee accountant in terms of the employment contract for study loans and/or bursaries paid by the training office may be enforced by relying on the provisions of the employment contract.
- 9.6. It is a contravention of SAICA's By-laws, and may be deemed to be unprofessional conduct, for a training officer to require a trainee accountant to reimburse the training office in respect of any disbursements not referred to in Regulation 10.4.

## CHAPTER 4 - THE TRAINEE ACCOUNTANT

### 10. DUTIES AND RESPONSIBILITIES OF A TRAINEE ACCOUNTANT

- 10.1. The trainee accountant must fulfil his duties and responsibilities as set out in Annexure 7 of these Regulations.
- 10.2. Failure by a trainee accountant to perform any of the duties and/or responsibilities referred to in Regulation 11.1 may be regarded as unprofessional conduct and will be dealt with in terms of the SAICA By-laws.

### 11. HOURS OF WORK AND OVERTIME

- 11.1. A trainee accountant must be in the employ of a training office and must work sufficient hours per day to enable him to achieve the prescribed core experience hours as defined in Regulation 17.1.
- 11.2. The requirement for a trainee accountant to work overtime must be regulated by the employment contract, and must comply with the provisions of applicable legislation.

### 12. CONDITIONS OF EMPLOYMENT AND EMPLOYMENT CONTRACT

*Provision has been made for a training office to make enrolment for and passing of the CTA a condition of continued employment*

- 12.1. Training offices are entitled to specify their own criteria for recruitment as well as terms and conditions of employment for trainee accountants within the ambit of applicable legislation and these Regulations.
- 12.2. Failure by a trainee accountant or a training officer to comply with the provisions of the employment contract may be regarded as unprofessional conduct and will be dealt with in terms of the SAICA By-laws.
- 12.3. The training office may not include as part of the conditions of employment, the requirement that ~~the CTA or equivalent~~, the ITC or the APC be passed as a prerequisite for a trainee accountant to continue with his training contract.
- 12.4. **Notwithstanding the provisions of 13.5 and 13.6 below, the training office may include as part of its conditions of employment, the requirement that the trainee must be enrolled for the CTA or equivalent as a prerequisite for a trainee accountant to continue with his training contract. The training office also may include as part of the conditions of employment, the requirement that the trainee must comply with the academic progress rule in respect of the CTA or equivalent.**
- 12.5. In the event of a conflict arising from the terms and conditions of the training contract and the terms and conditions of the employment contract, the terms and conditions of the training contract and the provisions of these Regulations will prevail,
- 12.6. SAICA has no jurisdiction in resolving disputes emanating from the employment contracts and does not become involved in the contractual relationship created by an employment contract. SAICA therefore does not prescribe salaries, study or any other type of leave or other terms and conditions of employment for trainee accountants and its guidelines on such matters, as may be issued from time to time, are not prescriptive.

### 13. TRAINEE ACCOUNTANT EXIT QUESTIONNAIRE

A trainee accountant whose training contract is cancelled or discharged must complete an on-line SAICA trainee accountant exit questionnaire.

## CHAPTER 5 - TRAINING CONTRACT

*The entry requirements for a SAICA training contract have been changed, and trainees are no longer required to provide proof of enrolment for a CTA or equivalent*

### 14. ENTRY REQUIREMENTS FOR A TRAINING CONTRACT

- 14.1. The entry requirements for a SAICA training contract are –
- 14.1.1. confirmation by the trainee accountant that he has entered into an employment contract with the training office; and
- 14.1.2. written evidence, in the form of a photocopy of a certificate, or an admission letter on the relevant university letterhead, to the satisfaction of the training officer, that the trainee accountant is the holder of **an accredited undergraduate programme or equivalent** CTA or equivalent, or is a graduate registered for a CTA or equivalent or is registered for an accredited undergraduate or bridging programme; or
- 14.1.3. written confirmation, to the satisfaction of the training officer, that the trainee accountant is taking a calendar year's academic recess in terms of Regulation 22.5
- 14.2. Where written evidence relating to a trainee accountant's enrolment cannot be provided in terms of Regulation 15.1.2, the trainee accountant must undertake in writing that he will be accepted for registration by an accredited education institution at the commencement of the next academic year and the trainee accountant must provide the training officer with proof of enrolment as soon as possible thereafter.

### 15. PROBATIONARY PERIOD

- 15.1. A basic probationary period of up to a maximum of six months, commencing on the date of employment in the capacity as a trainee accountant, is permissible, and may be stipulated in the employment contract.
- 15.2. A training office may not specify a probationary period for a trainee accountant that is not in accordance with Regulation 16.1.
- 15.3. Where, after expiry of the probationary period, the trainee accountant enters into a training contract with the training office where the probationary period was served, such probationary period forms part of the term of the training contract. However, the trainee accountant's training contract is only effective once it has been registered with SAICA.
- 15.4. When a person is employed in a capacity other than as a trainee accountant, and he subsequently becomes employed as a trainee accountant, the probationary period, if any, commences on the date on which the person becomes employed as a trainee accountant.

### 16. TERM AND HOURS OF A TRAINING CONTRACT

- 16.1. The basic term of a training contract and the required minimum hours of core experience, at commencement of the training contract are as follows:

Qualification at the start of the training contract		Basic term of the training contract	Required minimum hours of core experience
16.1.1.	<ul style="list-style-type: none"> <li>• CTA or equivalent</li> <li>• Accredited BCom degree</li> <li>• Accredited bridging programme</li> </ul>	36 months	3 600
16.1.2.	<ul style="list-style-type: none"> <li>• Non-accredited BCom degree</li> <li>• B Tech degree</li> <li>• Non-relevant degree</li> </ul>	48 months. A remission of 12 months is granted if the trainee accountant achieves the CTA or equivalent or an accredited B Com degree or an accredited bridging programme	4 800
16.1.3.	<ul style="list-style-type: none"> <li>• National Diploma in Internal Auditing, Cost and Management Accounting or Taxation</li> <li>• National Higher Diploma in Internal Auditing, Cost and Management Accounting or Taxation</li> </ul>	48 months	4800
16.1.4.	<ul style="list-style-type: none"> <li>• Matriculation certificate or equivalent</li> <li>• Any other educational qualification not listed above</li> </ul>	60 months. A remission of 12 months is granted if the trainee accountant achieves an accredited BCom degree or CTA	6 000

16.2. Temporary periods of employment, including vacation work, are not automatically recognised towards the fulfilment of the term of a training contract, and must be considered by the training officer in terms of Regulation 19.8.1.

## 17. REGISTRATION AND LODGEMENT OF A TRAINING CONTRACT

17.1. A training officer and a prospective trainee accountant must apply for the registration of a training contract in the prescribed manner and the training officer must pay the applicable fees. The trainee accountant must submit all supporting documents prescribed by SAICA together with his application for registration of the training contract.

17.2. The training contract and the application to register the training contract must be lodged with SAICA for registration within seven months calculated from the effective start date of the training contract.

## 18. REMISSION IN THE TERM OF A TRAINING CONTRACT

18.1. The training officer and the trainee accountant must apply for remission in the term of a training contract in the prescribed manner, and they must include with the application the supporting documents prescribed by SAICA.

18.2. Remission may be applied for on the basis of academic achievement (academic remission) or RPL.

18.3. Academic remission may be sought on the basis of –

18.3.1. graduation in an accredited BCom degree, bridging programme or the CTA or equivalent during the currency of a five-year training contract by a trainee accountant contemplated in Regulation 17.1.4 or

18.3.2. graduation in an accredited BCom degree, bridging programme or the CTA or equivalent during the currency of a four-year training contract by a trainee accountant contemplated in Regulation 17.1.2.

18.4. Where remission is sought in terms of Regulation 19.3.1, the term of the training contract will be reduced as follows:

18.4.1. If the trainee accountant completes the degree during the first 12 months of the training contract, the training contract expires 36 months from the date on which the trainee accountant completed the degree;

18.4.2. If the trainee accountant completes the degree during the last 12 months of the training contract, the remission constitutes the remaining balance of the term of the contract;

- 18.4.3. If the trainee accountant completes the degree at any other point in the training contract, the term of the training contract is reduced by 12 months.
- 18.5. Where remission is sought in terms of Regulation 19.3.2, the term of the training contract will be reduced by 12 months.
- 18.6. For purposes of Regulations 19.4 and 19.5, SAICA will consider the date of the completion of a degree to be the closer of 30 June or 31 December of any year to the date on which the trainee accountant wrote the final paper to achieve the qualification.
- 18.7. Remission sought in terms of Regulation 19.3 may only be granted once under the same training contract.
- 18.8. Remission for RPL may be sought on the basis of –
- 18.8.1. previous relevant experience gained under a SAICA training contract, and/or
- 18.8.2. previous relevant experience not gained under a SAICA training contract (Also refer to Annexure 5).
- 18.9. In the case of remission for RPL, the training officer and the trainee accountant must lodge the application for remission with SAICA within 12 months of the effective start date of the training contract.
- 18.10. Where remission is sought in terms of Regulation 19.8.1, the training officer may, based on his assessment of the trainee accountant, reduce the term of the contract by a period not exceeding the time served by the trainee accountant under the previous SAICA training contract.
- 18.11. Where remission is sought in terms Regulation 19.8.2, the training officer may, based on his assessment of the trainee accountant, reduce the term of the contract by a period not exceeding 12 months.
- 18.12. In every instance, the remission in the term of a training contract will be calculated by subtracting the approved remitted time from the end date of the new registered training contract.

## **19. SECONDMENT OF A TRAINEE ACCOUNTANT**

- 19.1. During the period of secondment, the trainee accountant must be involved in work that is relevant to the prescribed competencies as determined by SAICA.
- 19.2. The trainee accountant must remain a permanent employee of the training office and the original training contract must remain in force.
- 19.3. The training officer must remain responsible for the trainee accountant, regardless of whether or not the trainee accountant reports to the training officer during the period of the secondment, and the training officer remains responsible to ensure that the trainee accountant is assessed as prescribed by SAICA.

## **20. SUSPENSION OF A TRAINING CONTRACT**

- 20.1. The training officer and the trainee accountant must apply for the suspension of a training contract in the prescribed manner, and they must include with the application the supporting documents prescribed by SAICA.
- 20.2. The training officer and the trainee accountant must lodge the application for suspension 30 days before the commencement of the suspension.
- 20.3. The permissible grounds for the suspension of a training contract are –
- 20.3.1. full-time study for a period of more than two months but no more than a total of 12 months over the total term of the training contract towards the achievement of an accredited degree, bridging programme or the CTA or equivalent; or

- 20.3.2. maternity leave for a period in accordance with labour legislation. (*Explanatory Note: A trainee accountant and a training officer may agree that the trainee accountant may take less maternity leave than the period provided for in labour legislation. However, this agreement is not enforceable and the trainee accountant may choose to extend her maternity leave to the period provided for in labour legislation*).
- 20.4. Both the trainee accountant and the training office must agree to the suspension of a training contract on the grounds outlined in Regulation 21.3.1.
- 20.5. By agreeing to suspend a training contract, the training officer acknowledges the training office's obligation to re-engage the trainee accountant when the period of suspension expires, and the trainee accountant acknowledges his obligation to return to the training office when the period of suspension expires.
- 20.6. Within 30 days after a trainee accountant has returned to the training office after an approved suspension of a training contract, the training officer must notify SAICA in the prescribed manner of the exact period that the trainee accountant was absent from the training office and the term of the training contract is automatically extended accordingly.
- 20.7. During the period of the suspension of the trainee accountant's contract, the trainee accountant remains subject to all the provisions of these regulations, including the academic progress rule (regulation 22.2).
- 20.8. SAICA does not record suspensions for periods of absence of two months or less in total over the entire term of the training contract and applications for suspension in respect of such periods of absence are not required.

## 22 CANCELLATION OF A TRAINING CONTRACT

*Trainees' contract can no longer be cancelled for failure to study for the CTA or an accredited bridging programme – however, refer to the new regulation 13.4*

### Cancellations that attract a cancellation penalty

#### General cancellation

- 22.1 The training officer must cancel the trainee accountant's contract immediately if the trainee accountant –
- 22.1.1 is no longer studying for a course that will eventually lead to **an accredited undergraduate programme or equivalent** ~~CTA or equivalent~~. This includes circumstances where a trainee accountant is unable to gain admission in the next academic year to continue to study for an accredited **undergraduate programme or equivalent** ~~degree or an accredited bridging programme or the CTA or equivalent~~, or where a trainee accountants fails to sit for an examination or any examination paper related to **an accredited undergraduate programme or equivalent** without a reasonable explanation, acceptable to the training officer, unless the trainee accountant is taking a calendar year academic recess in terms of Regulation 22.5;
- 22.1.2 does not provide the prescribed proof of enrolment within ten months of the effective date of the training contract, in the case of a contract that is registered in terms of Regulation 15.2, unless the trainee accountant is taking a calendar year academic recess in terms of Regulation 22.5;
- 22.1.3 fails to return to the training office after a period of approved suspension of the training contract;
- 22.1.4 is absent from the training office in spite of SAICA's decision not to grant an application for the suspension of the training contract;
- 22.1.5 has absconded;
- 22.1.6 has been dismissed; or
- 22.1.7 has been incapacitated.



- 22.2 The training officer may cancel the trainee accountant's training contract if the trainee fails to initiate and/or correctly complete two successive assessment forms within the time frames prescribed by the training office's assessment policy.

### **Cancellation on the basis of insufficient academic progress**

- 22.3 The academic progress rule: Should the trainee accountant make insufficient academic progress, as defined in Regulation 3, in an accredited undergraduate ~~or bridging~~ programme or equivalent, the training officer must, within 30 days of receiving the trainee accountant's results, issue a written notification to the trainee accountant, informing the trainee accountant that, should he fail the academic year again in the following year of his training contract, Regulation 22.3 will be applied. The notification must also outline the options under Regulation 22.3 and be signed by the training officer and the trainee accountant. Failure by the training officer to issue the notification does not negate any of the provisions of this section of the Regulations (Also refer to Annexures 8 and 9).
- 22.2 If the trainee accountant fails an academic year in an accredited undergraduate ~~or bridging~~ programme or equivalent for the second time, the training officer must either –
- 22.2.1 cancel the training contract; OR
- 22.2.2 extend the training contract by six months; OR
- 22.2.3 allow the trainee accountant to continue under the existing training contract for one further academic year (a discretionary year). However, should the trainee accountant still be in contravention of the academic progress rule at the end of the discretionary year, the training officer must cancel the training contract, provided that such cancellation does not take place within six months from the end of the training contract, in which case the training contract may be discharged, subject to Regulation 24.
- 22.3 The training officer must inform the trainee accountant in writing of which option outlined in Regulation 22.3 has been applied, as well as the reasons for its application.

### **Academic recess**

- 22.4 Notwithstanding the provisions of paragraphs 22.2, 22.3 and 22.4 above, a trainee accountant who is studying towards either an accredited undergraduate ~~or bridging~~ programme or equivalent ~~or the CTA or equivalent~~ is permitted to take one recess of a maximum of a calendar year or a part thereof from his academic studies, at any point in his contract, with the restriction that only one recess per contract term is allowed.
- 22.5 The trainee will be exempt from the academic progress requirement during the academic recess period.
- 22.6 The permissible grounds for an academic recess are –
- 22.6.1 Financial hardship;
- 22.6.2 Severe illness; or
- 22.6.3 Family responsibility.
- 22.7 The trainee accountant must apply in advance for the recess in the prescribed manner.
- 22.8 In the case where the training officer declines the trainee's application, the trainee may appeal to SAICA if, in his view, the training office has unreasonably withheld his approval.

### **Disciplinary cancellation (also refer to Regulation 30)**

- 22.9 SAICA may cancel or instruct the cancellation of a training contract if –
- 22.9.1 the trainee accountant has been found guilty of unprofessional conduct in terms of SAICA's By-laws;
- 22.9.2 the trainee accountant is found to have contravened these Regulations or breached the provisions of the training contract;
- 22.9.3 in the opinion of SAICA, the trainee accountant is disqualified from registration as a CA(SA) or an AGA(SA), despite meeting the other registration requirements; or

22.9.4 the trainee accountant and the training officer fail to provide discharge documents within six months after the end date of the training contract.

### **Entering into a new training contract following the cancellation of a previous contract**

22.10 Should a trainee accountant wish to continue with his training after his training contract has been cancelled on the grounds contemplated in Regulations 22.1, 22.2 and 22.10 –

22.10.1 a new training contract must be entered into and lodged with SAICA in terms of Regulation 18; and

22.10.2 the trainee accountant may apply for RPL in terms of Regulation 19.8, but the following automatic penalties will be imposed on the term of a new training contract, following the cancellation of the previous one:

	Term of the previous training contract	Automatic penalty
a)	Three years	Six months
b)	Four years	Eight months
c)	Five years	Ten months

22.11 In the event that a trainee accountant with a previously cancelled contract, enters into a new training contract, and immediately upon the registration date of the contract has no time left to serve, the trainee accountant will be required, under the new contract, to serve a minimum period of twelve months.

### **Cancellations that do not attract a cancellation penalty**

22.12 Notwithstanding the provisions of Regulation 22.11.2, the penalty on cancellation of a training contract is not imposed in circumstances where the contract is cancelled for the following reasons:

22.12.1 Relocation by the trainee accountant to a place from which he cannot reasonably commute to the existing training office. SAICA has the sole discretion to determine what circumstances constitute relocation. The relocation must arise from circumstances beyond the control of the trainee accountant, and must not result from the voluntary move by the trainee accountant from one training office to another;

22.12.2 Transfer of a trainee accountant between branches/units of an accredited training office;

22.12.3 The merger or de-merger of training offices;

22.12.4 De-accreditation of the training office by SAICA;

22.12.5 The training office has ceased to exist;

22.12.6 Retrenchment of the trainee accountant; or

22.12.7 If the trainee accountant is deceased.

### **Administration of cancellations**

22.13 The training officer, and where appropriate, the trainee accountant, must notify SAICA of the cancellation of the training contract in the prescribed manner, and must include all supporting documents prescribed by SAICA.

22.14 The notification of cancellation must be lodged within 30 days after the trainee accountant's departure from the training office.

22.15 SAICA may investigate all the circumstances relating to a cancellation, and the cancellation of a training contract will only become effective once SAICA has confirmed the cancellation.

22.16 Termination of an employment contract automatically leads to the cancellation of a training contract, but the converse does not necessarily have the same effect.

## 23 EXTENSION OF A TRAINING CONTRACT

*The regulations pertaining to the extension of a training contract have been amended to allow for one extension of a minimum of 6 months and up to a maximum of 12 months. The regulation has further been amended to provide for the training office to discharge the contract if the trainee achieves competence or the required core experience hours before the end date of the extension has been reached.*

23.1 The training officer must apply for an extension of the training contract for **a minimum of** six months and **up to a maximum of 12 months** if –

23.1.1 the trainee accountant will not have completed the prescribed minimum core experience hours by the registered end date of his training contract; and/or

23.1.2 the trainee accountant will not have achieved competence in all the prescribed compulsory, elective and residual competencies by the registered end date of his training contract (also see Regulation 26.2).

~~In the case of an extension referred to in Regulation 23.1.2 if, at the end of the **initial** period of extension, the trainee accountant has not yet achieved the prescribed competencies, the training officer may –~~

~~extend the trainee accountant's contract **for a second time** for a maximum of a further six months, or cancel the trainee accountant's training contract.~~

23.2 Should the trainee achieve competence in all the prescribed compulsory, elective and residual competencies before the end of the ~~second~~ extended training contract period, the training officer may discharge the contract.

23.3 If, by the end of the ~~second~~ extended period of the training contract, the trainee accountant has not achieved competence in all the prescribed competencies, the training contract must be cancelled.

23.4 The training officer must notify SAICA of the extension of the training contract in the prescribed manner and 30 days before the end date of the training contract.

23.5 SAICA may investigate the reasons for an extension and may, where appropriate, require additional information from the training officer regarding the extension.

23.6 SAICA may reverse the extension if in its opinion the training officer's reasons do not justify such extension.

## 24 DISCHARGE OF A TRAINING CONTRACT

~~Regulations applicable to a training contract entered into AFTER 1 January 2010 or converted to the CA Training Programme~~

24.1 The training officer and the trainee accountant must request that the training contract be discharged within 30 days after the end date of the training contract if the trainee accountant has –

24.1.1 completed the prescribed minimum hours of core experience;

24.1.2 completed the full term of the contract, including approved remissions and extensions;

24.1.3 achieved the following competencies prescribed by SAICA:

24.1.4 the compulsory competencies;

24.1.5 at least one, but no more than three, elective competencies; and

24.1.6 the residual competencies.

~~Regulations applicable to a training contract entered into BEFORE 1 January 2010 and to training contracts entered into AFTER 1 January 2010~~

~~24.2 The training officer and the trainee accountant must request that the training contract be discharged within~~

~~30 days after the end date of the training contract.~~

- 24.2.1 If the trainee accountant is in possession of an accredited degree, SAICA will, upon receipt of the Certificate of Completion from the training officer, discharge the training contract and issue a Confirmation of Discharge.
- 24.2.2 Notwithstanding the submission receipt of the Certificate of Completion on TCMS by ~~from~~ the training officer, if the trainee accountant is not in possession of an accredited degree, SAICA will not discharge the training contract nor issue a Confirmation of Discharge. Instead, the trainee accountant's contract will be deemed to have been completed but not yet discharged.
- 24.2.3 If all the requirements for the discharge of a training contract have been met, SAICA will provide the trainee accountant with a Confirmation of Discharge and the training officer with confirmation that the discharge has been registered.
- 24.2.4 Should the training contract be discharged more than five years after the date on which the term of the training contract was completed, the training officer will only upon request be provided with a confirmation that the discharge has been registered.

## **25 EXEMPTION FROM TRAINING UNDER A TRAINING CONTRACT**

Application for exemption from training under a training contract must be made in writing to SAICA and SAICA may grant or refuse such an application in its sole and absolute discretion.

## CHAPTER 6 - CORE EXPERIENCE, ASSESSMENT AND OTHER RELATED MATTERS

### 26 FAILURE TO ACHIEVE COMPETENCE AND/OR PRESCRIBED CORE EXPERIENCE

- 26.1 A trainee accountant must gain experience and achieve competence in all the prescribed competencies, and must achieve the minimum core experience hours prescribed by SAICA from time to time.
- 26.2 If the trainee accountant will not have achieved all the prescribed competencies or minimum core experience hours by the end of the training contract, the training officer must issue a written notification to the trainee accountant, no later than five months before the end of the training contract, that his training contract is likely not to be discharged.
- 26.3 The written notification must –
  - 26.3.1 list the competencies in which the trainee accountant has not yet achieved competence ;
  - 26.3.2 outline a developmental plan to enable the trainee accountant to achieve the required competence or core experience hours by the end of the training contract;
  - 26.3.3 inform the trainee accountant that, notwithstanding the completion of the developmental plan as outlined in the notification, failure to achieve the prescribed competencies or minimum core experience hours may nevertheless result in the extension or the cancellation of the training contract at the end of the training contract; and
  - 26.3.4 be signed by the training officer and the trainee accountant.
- 26.4 If, by the end of the training contract, the trainee accountant has still not achieved the competencies or minimum core experience hours as prescribed by SAICA, the training officer must extend the training contract (also see Regulation 23.1).
- 26.5 If, by the end of the extended period of the training contract, the trainee accountant has not achieved competence in all the prescribed competencies, the training office must effect Regulation 23.3.

### 27 ASSESSMENT OF A TRAINEE ACCOUNTANT'S COMPETENCE

- 27.1 Both the training officer and the trainee accountant must participate in and comply with the assessment process as prescribed by SAICA from time to time in the official SAICA Assessment Policies and the SAICA Assessment Forms.
- 27.2 At a minimum, trainees must initiate and complete at least one TSR and PSR form during every two months;
- 27.3 Reviewers must review the TSR and PSR forms timeously after the trainee has completed the forms (it is suggested that forms should be reviewed within three weeks from when they are completed by the trainee);
- 27.4 Trainees must finalise and sign the TSR and PSR forms timeously after the reviewers have completed the review (it is suggested that forms are finalised and signed off by the trainee within two weeks from the date of review);
- 27.5 Trainees must initiate at least one ANA form every six months;
- 27.6 The trainees and the evaluators must discuss and sign off the ANA form within four weeks from the end of the six-month period under review .
- 27.7 The training officer must –
  - 27.7.1 keep a record of a trainee accountant's practical experience, including time records, and the completed assessment forms for a period of three years after the discharge of a training contract or from the date that the trainee accountant left the training office; and
  - 27.7.2 at the end of the training contract, initiate, complete and submit to SAICA the Certificate of Completion.

- 27.8 Failure by the trainee accountant to initiate and/or correctly complete two successive assessment forms within the time frames prescribed by the training office's assessment policy may lead to the cancellation of the training contract.

### 28 CONFIRMATIONS, VALIDATIONS AND CERTIFICATES

- 28.1 SAICA will validate the following matters by providing written confirmation to the training officer, and where applicable, the trainee accountant, of –
- 28.1.1 accreditation as a training office;
  - 28.1.2 registration as a training officer;
  - 28.1.3 registration of a change of training officer;
  - 28.1.4 registration of a training contract;
  - 28.1.5 exemption from training under a training contract; and
  - 28.1.6 discharge of a training contract.
- 28.2 SAICA will also issue the following certificate, as appropriate:
- 28.2.1 Certificate of registration as a registered assessor.

### 29 DISPUTES AND APPEALS

- 29.1 Should a trainee accountant and his training officer be unable to resolve a dispute on a matter relating to the training contract, either party may refer the dispute to SAICA for arbitration.
- 29.2 The decision of the arbitrator will be final and binding on both parties, therefore no party can appeal this decision.
- 29.3 The arbitration process is explained in detail in Annexure 4 of these Regulations.
- 29.4 SAICA requires that the aggrieved party to a training contract first seeks satisfaction by approaching the other party regarding his complaint, before declaring a dispute or referring the matter to SAICA for arbitration.
- 29.5 Each party to the dispute will bear any travel and other costs relating to the attendance of the arbitration proceedings.
- 29.6 SAICA will under no circumstances arbitrate in disputes relating to the employment contract and such disputes must be referred to the Commission for Conciliation, Mediation and Arbitration or other relevant bodies.
- 29.7 SAICA will only be involved in a matter relating to an employment contract where the dispute has a direct bearing on the training contract/s, such as retrenchment.
- 29.8 Should a trainee accountant feel aggrieved by the manner in which the Project Director: Training at SAICA has applied/interpreted the Training Regulations, the trainee accountant may refer the matter to the relevant Subcommittee of SAICA for an appeal.
- 29.9 The appeal to the relevant Subcommittee of SAICA is made by notifying the Project Director: Training and/or the Training Regulations Officer at SAICA of the intention to appeal their decision.
- 29.10 A decision made by the relevant Subcommittee of SAICA may also be appealed to Training Requirements Committee of SAICA.
- 29.11 The decision made by the Training Requirements Committee of SAICA is final and binding.

## 30 DISCIPLINARY PROCESS

- 30.1 The Disciplinary Rules contained in SAICA's By-laws apply to trainee accountants and training officers.
- 30.2 A training officer must bring to SAICA's notice any circumstances that may constitute unprofessional conduct on the part of a trainee accountant, and vice versa, in accordance with the procedures prescribed in Annexure 3 of these Regulations.
- 30.3 If a trainee accountant or a former trainee accountant is found guilty of improper conduct, the relevant committee must either –
  - 30.3.1 cancel an existing training contract;
  - 30.3.2 refuse the prospective trainee accountant permission to register a new training contract;
  - 30.3.3 impose conditions in respect of an existing or new training contract;
  - 30.3.4 extend the term of a training contract;
  - 30.3.5 refuse to recognise all or part of the previous training record/experience; and/or
  - 30.3.6 reprimand and/or caution the trainee accountant.
- 30.4 If the complaint relates to an allegation of improper conduct, a fit and proper hearing may be conducted to determine whether a trainee accountant is fit and proper to either continue with an existing training contract or to register a new contract.



### 31 REPEAL AND TRANSITIONAL ARRANGEMENTS

- 31.1 The Training Regulations, 2015, as amended, are hereby repealed.
- 31.2 Any matter requiring a decision that was submitted to SAICA before these Regulations came into effect, will be dealt with and finalised in terms of the Training Regulations, 2015 as amended, as if these Regulations, had not come into operation.
- 31.3 SAICA will consider the date indicated on each application as the effective date when determining which Training Regulations should be applied

### 32 SHORT TITLE, COMMENCEMENT AND AMENDMENTS

- 32.1 These Regulations, which are applicable to all current and new training contracts, will be known as the SAICA Training Regulations, 2016, and will come into operation on 1 January 2016, except where otherwise indicated.
- 32.2 Any amendments of or additions to these Regulations that may affect the training contract are deemed to have been incorporated in the training contract upon promulgation, notwithstanding that notice of such amendments or additions may not have been given to the parties.

## ANNEXURE 1 ACCREDITED ACADEMIC QUALIFICATIONS

Refer to SAICA's website at [www.saica.co.za](http://www.saica.co.za) for an up-to-date list of accredited academic qualifications.

## ANNEXURE 2 ACCREDITATION CRITERIA

Refer to SAICA's website at [www.saica.co.za](http://www.saica.co.za) for an up-to-date list of accreditation criteria.

## ANNEXURE 3 COMPLAINTS PROCEDURE AND OTHER REFERRALS

Name of complainant	Format for detailing the complaint	SAICA's role
Training officer OR Trainee accountant	1. The complaint must be in writing; 2. The complaint must contain the following information: <ul style="list-style-type: none"> <li>• Name of complainant,</li> <li>• Name of respondent/other party,</li> <li>• Name of training office; and</li> <li>• Details of the complaint, together with any relevant supporting documents.</li> </ul>	1. Upon receipt of the complaint, the Secretariat will acknowledge receipt thereof. 2. The complaint will then be forwarded to the respondent or the other party, for his response. 3. If the Secretariat considers that there may be substance to the complaint, the respondent's response together with the complaint will be submitted to the relevant committee for a decision. 4. In certain instances the respondent may be required to appear before the relevant committee to respond to the allegations against him. 5. The training officer and the trainee accountant will be informed in writing of the decision that has been taken.

## **ANNEXURE 4      ARBITRATION PROCESS IN THE EVENT OF A DISPUTE ABOUT A TRAINING CONTRACT**

SAICA will inform the parties at least ten working days in advance of the date of the arbitration meeting.

### **1.      Format of the arbitration meeting**

- 1.1. Both parties, that is, the training officer and the trainee accountant, present their opening statements.
- 1.2. The training officer leads evidence and calls witnesses if necessary.
- 1.3. The trainee accountant cross-examines the training officer and the witnesses.
- 1.4. The training officer re-examines witnesses.
- 1.5. The trainee accountant presents his case, leads evidence and calls witnesses, if necessary.
- 1.6. The training officer cross-examines the trainee accountant and the witnesses.
- 1.7. The trainee accountant re-examines the witnesses.
- 1.8. The Chairperson asks questions of clarity to both parties.
- 1.9. The Chairperson makes a ruling that is binding on both parties.

### **2.      Rules governing the proceedings**

- 2.1. No party is allowed legal representation at the proceedings.
- 2.2. Documentary evidence is required (substantiated with sufficient proof). Examples include, but are not limited to:
  - 2.2.1. Progress reviews/appraisals,
  - 2.2.2. Evaluations/assessments,
  - 2.2.3. Development plans, and
  - 2.2.4. Targets/standards attained.
- 2.3. The same witness may be called by both parties.
- 2.4. A witness may only be present at the hearing when giving evidence.
- 2.5. The proceedings will be in English and SAICA may provide an interpreter if informed in advance.
- 2.6. The proceedings will be minuted (not verbatim).

### **3.      General information**

- 3.1. Parties need to be well prepared for the hearing.
- 3.2. Parties need to bring admissible evidence to support their case.
- 3.3. Sufficient copies of documentation need to be made available for all parties.
- 3.4. The duration of the arbitration proceedings may take four hours or more.

## ANNEXURE 5 RECOGNITION OF PRIOR LEARNING

### 1. Definition

The Recognition of Prior Learning (RPL) is a mechanism for the recognition of the achievement of one or more of the competencies prescribed by SAICA, however obtained. In terms of RPL a trainee accountant need not undertake any further learning intervention in respect of the relevant competency or competencies.

### 2. Objective

RPL is a stepping stone to the further development of a trainee accountant and is intended to confer a benefit to the trainee accountant in the form of a remission in the term of his training contract.

### 3. Legislative context

- 3.1. RPL is a national system and a key principle of the National Qualifications Framework created in terms of the South African Qualifications Authority Act, 1995.
- 3.2. SAICA, as a Registered Professional Body, is required to facilitate the implementation of RPL in order to open up access and entry into the accounting profession and thereby contribute to redressing past imbalances in accountancy education and training.
- 3.3. The principles of the SAICA RPL policy are –
  - 3.3.1. compliance with the objectives of the National Qualifications Framework and the South African Qualifications Authority guidelines and criteria on assessment;
  - 3.3.2. international comparability;
  - 3.3.3. a consistent approach to the granting of credit;
  - 3.3.4. allowing access to all individuals regardless of gender, race or disability; and
  - 3.3.5. providing RPL credentialing once competence has been proven by means of an assessment process.

### 4. Applying for RPL

- 4.1. A prospective trainee accountant who wishes to apply for RPL must first enter into a training contract with a training office.
- 4.2. An RPL application must be made within 12 months after the trainee accountant has entered into a training contract.
- 4.3. For RPL remission based on previous service under a SAICA training contract, SAICA may allow a remission of a maximum of the time served at the previous training office. A maximum of 12 months' remission may be granted for previous experience obtained outside of a SAICA training contract.
- 4.4. The training officer or another registered assessor must follow the assessment process prescribed in paragraph 5 below, and if he is satisfied that there are skills and/or competencies that the trainee accountant has already acquired, for which credit may be granted, the training officer and the trainee accountant must complete and submit an RPL application.

## Process of assessment for purposes of RPL

- 4.5. The training officer or other registered assessor must assess the trainee accountant.
- 4.6. The trainee accountant should submit to the training officer either a portfolio of evidence of his previous work or any other relevant documentation in support of the application.
- 4.7. The training officer or other registered assessor must determine which competencies the trainee accountant has achieved, and compare them to the competencies prescribed by SAICA.
- 4.8. Credit may be granted in respect of any competency achieved by a trainee accountant that matches a competency prescribed by SAICA.
- 4.9. Based on the number of credits granted, the training officer must determine the length (in months) of remission to be granted, subject to paragraph 4.3 above.

## 5. SAICA's discretionary powers

SAICA reserves the right to investigate any RPL application submitted to SAICA and may in its sole and absolute discretion amend the RPL remission granted by the training officer.

## ANNEXURE 6      RULES FOR THE ACADEMIC TRAINEESHIP PROGRAMME

Refer to SAICA's website at [www.saica.co.za](http://www.saica.co.za) for the up-to-date Rules for the Academic Traineeship Programme.



## ANNEXURE 7 DUTIES OF THE TRAINING OFFICER AND THE TRAINEE ACCOUNTANT

### 1. Duties of the training officer

The training officer must:

- 1.1. Give the trainee accountant every reasonable opportunity to obtain sufficient exposure to the prescribed competencies, as defined by SAICA from time to time, to enable him to apply his knowledge in a variety of relevant situations;
- 1.2. Train the trainee accountant in the standards of professionalism and ethics, which are expected of CAs(SA), AGAs(SA) and, where applicable, registered auditors;
- 1.3. Comply with his duties in terms of all applicable legislation, including, but not limited to, -
  - 1.3.1. the Basic Conditions of Employment Act, 1997;
  - 1.3.2. any applicable determination made in terms of section 18(3) of the Skills Development Act, 1998;
  - 1.3.3. the Labour Relations Act, 1995;
  - 1.3.4. the Employment Equity Act, 1998;
  - 1.3.5. the Occupational Health and Safety Act, 1993; and
  - 1.3.6. the Compensation of Occupational Injuries and Diseases Act, 1993.
- 1.4. Provide appropriate facilities to train the trainee accountant;
- 1.5. Provide the trainee accountant with adequate supervision;
- 1.6. Conduct assessment, or cause it to be conducted;
- 1.7. Provide trainee accountants with appropriate support to achieve academic progress;
- 1.8. Keep up to date records of training and experience and periodically discuss the trainee accountant's progress with him;
- 1.9. Advise the trainee accountant of:
  - 1.9.1. the terms and conditions of his employment contract, and
  - 1.9.2. the training office policies and procedures;
- 1.10. Apply the same disciplinary, grievance and dispute resolution procedures to the trainee accountant as to any other employee;
- 1.11. Ensure that the trainee accountant is employed in the accredited training office;
- 1.12. Fulfil the obligations imposed on him by SAICA, pertaining to the training of a trainee accountant;
- 1.13. Bear the cost of fees (including late lodgement penalties) payable to SAICA and IRBA, if applicable, in terms of the training contract;
- 1.14. Inform SAICA in writing of circumstances where, in the opinion of the training officer, the trainee accountant has conducted himself in a manner that may constitute unprofessional conduct; and
- 1.15. Make available to SAICA all documents regarding the alleged improper conduct of the trainee accountant, including the transcript of any disciplinary hearing leading to the trainee accountant's dismissal from the training office .

## 2. Duties of the trainee accountant

The trainee accountant must:

- 2.1. Diligently serve the training office in the profession of a CA(SA) or AGA(SA) and, where applicable, an RA;
- 2.2. Diligently pursue his studies in the theory and practice of the profession and notify the training officer immediately he ceases to be registered for a course that would lead to the eventual award of an accredited undergraduate ~~or bridging programme~~ or equivalent;
- 2.3. Not engage in any other business or occupation during the currency of his training contract without the express written authority of the training officer;
- 2.4. At all times keep the affairs of the training office and its clients confidential and not breach any codes of professional conduct, disciplinary rules or by-laws that apply to the profession of a CA(SA) or an AGA(SA) and, if applicable, a registered auditor;
- 2.5. Comply with the training office policies and procedures;
- 2.6. Complete any timesheets;
- 2.7. Complete assessment forms within the prescribed time frames and completion guidelines;
- 2.8. Agree that the training officer will be entitled, and is authorised to, disclose to SAICA any circumstances which in the opinion of the training officer may constitute improper conduct on the part of the trainee accountant. The trainee accountant must further agree to the training officer making available to SAICA all information regarding disciplinary procedures in the training office in which the trainee accountant may have been involved, including the record of those procedures; and
- 2.9. Prior to leaving the training office and within 30 days after completion of the duration of the training contract, apply for the training contract to be discharged.

## ANNEXURE 8      GUIDELINE FOR THE APPLICATION OF THE ACADEMIC PROGRESS RULE

### 1. INTRODUCTION

- 1.1. The training office serves as the practical training ground for prospective CAs(SA) **and AGAs(SA)**. Many of these prospective CAs(SA) and AGAs(SA) are still completing their studies while working for the training office. Not passing these examinations creates several problems for both the trainee accountant and the training office, including, inter alia, the following:
  - 1.1.1. It limits the degree of responsibility that a trainee accountant can assume during his training contract.
  - 1.1.2. Providing time off for trainee accountants to study for and write tests and examinations is costly for the training office.
  - 1.1.3. Trainee accountants are not able to focus fully on the development of their practical competencies if they also have to study for and pass examinations.
- 1.2. Trainee accountants are therefore expected to demonstrate a commitment to their studies through the achievement of sufficient academic progress, in the form of adhering to the academic progress rule.
- 1.3. These guidelines are issued to assist training officers in determining what constitutes “sufficient academic progress” and to provide guidance on procedures that should be followed where sufficient academic progress is not achieved.
- 1.4. Regulation 22.2 of these Regulations contains the following statements pertaining to the cancellation of a training contact on the basis of insufficient academic progress:

*Should the trainee accountant make insufficient academic progress in a course that will eventually lead to an accredited undergraduate programme the training officer must, within 30 days of receiving the trainee accountant's results, issue a written notification to the trainee accountant. The notification must inform the trainee accountant that, should he fail the academic year again in the following year of his training contract, Regulation 22.2 will be applied. The notification must also outline the options under Regulation 22.2.2 and be signed by the training officer and the trainee accountant. Failure by the training officer to issue the notification does not negate any of the provisions of this section of the Regulations.*

*If the trainee accountant fails an academic year for second time, the training officer must either–*

- *cancel the training contract; OR*
- *extend the training contract by six months; OR*
- *allow the trainee accountant to continue under training contract for one further academic year (a discretionary year). However, should the trainee accountant still be in contravention of the academic progress rule at the end of the discretionary year, the training officer must cancel the training contract, provided that such cancellation does not take place within six months from the end of the training contract, in which case the training contract may be discharged, subject to Regulation 24.*

*The training officer must inform the trainee accountant in writing of which option outlined in Regulation 22.2.2 has been applied, as well as the reasons for its application.*

## 2. DEFINITION OF ACADEMIC PROGRESS

- 2.1. Academic progress is defined in Regulation 3 as “the satisfactory completion of all or sufficient subjects to enable a trainee accountant to make one further year of academic progress towards the completion of an accredited undergraduate. The trainee accountant must achieve at least one year of academic progress during any two calendar years. This progress is measured by passing of the examinations of the accredited education institution”.
- 2.2. The CTA or equivalent, the ITC and the APC are specifically excluded from this definition. **However, the training office may make enrolment for and continued progress in the CTA a condition of the trainee’s employment.**
- 2.3. Academic progress is measured by a trainee accountant’s passing of the examination(s) of the education institution for which he is currently registered, and cannot be achieved merely by transferring to another education institution.

## 3. PRACTICAL APPLICATION OF THE RULE

- 3.1. Trainee accountants studying at an undergraduate level are often unable to complete the equivalent of a full academic year during one calendar year and will therefore generally not make sufficient academic progress after one year. They, in most cases require at least two years to make sufficient academic progress.
- 3.2. Assuming that the trainee accountant registers with an education institution for first-year modules during the first year of his training contract, this trainee accountant must, as a minimum, achieve the following in order to comply with the academic progress rule:

At the end of the *second year* of his contract, he must have passed ALL his first-year modules as prescribed by the relevant university. If he fails to meet this requirement, he will have made insufficient academic progress and the training officer will need to consider his options in terms of regulation 22.2.2.

These options include:

- 3.2.1. Cancelling the trainee accountant’s contract; OR
- 3.2.2. Extending the contract by six months; OR
- 3.2.3. Allowing the trainee accountant to continue with the third year of his training contract (a “discretionary year”) during which he will attempt to pass any remaining first-year modules. Should the trainee accountant not have passed all his first-year modules at the end of the discretionary year, the training officer **MUST** cancel the training contract, provided that such cancellation does not take place during the last six months of the training contract. There is also no option to extend the contract further at this point.
- 3.3. At the end of the fourth year of the trainee accountant’s contract, he must have passed ALL his second-year modules. (This means that if a trainee accountant had completed his first academic year during the discretionary year, he **must** pass ALL his second-year courses during the fifth year of his contract). If he fails to meet this requirement, the training officer again has the three options:
  - 3.3.1. Cancelling the trainee accountant’s contract; OR
  - 3.3.2. Extending the contract by six months; OR
  - 3.3.3. Allowing the trainee accountant to continue with the fifth year of his training contract while completing the remainder of his second-year modules. Should the trainee accountant fail to pass these credits by the end of the discretionary year, the training officer **MUST** cancel the contract provided that such cancellation does not take place within six months from the end of the training contract. If the latter is the case, the training contract may be discharged, subject to Regulation 24.

## ANNEXURE 9      TEMPLATE FOR NOTIFICATION LETTER FOR POTENTIAL CONTRAVENTION OF THE ACADEMIC PROGRESS RULE

Dear (trainee accountant name)

It has come to my attention that you were not successful in your most recent year-end examinations.

You are reminded that, in terms of SAICA's Training Regulations, you are required to make sufficient academic progress in order to remain registered under a training contract with (training office name).

Academic progress is defined by SAICA as "the satisfactory completion of all or sufficient subjects to enable a trainee accountant to make one further year of progress towards the completion of an accredited undergraduate programme".

This letter hereby serves as notification that, should you fail your examinations again, (training office name) will exercise its discretion and either

- cancel your training contract; or
- extend your training contract by six months; or
- allow you to continue under training contract for one further academic year (a discretionary year).

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Training Officer Signature

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Date

I hereby confirm that I have read and understood the contents of this letter and have no objections thereto.

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Trainee accountant Signature

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Date

## ANNEXURE 10    TEMPLATE FOR NOTIFICATION LETTER FOR CONTRAVENTION OF THE ACADEMIC PROGRESS RULE

Dear (trainee accountant name)

It has come to my attention that you were not successful in your most recent year-end examinations.

In terms of SAICA's Training Regulations, you are required to make sufficient academic progress in order to remain registered under a training contract with (training office name).

Academic progress is defined by SAICA as "the satisfactory completion of all or sufficient subjects to enable a trainee accountant to make one further year of progress towards the completion of an accredited undergraduate programme **or equivalent**".

This letter hereby serves as notification that, as you have failed your examinations again, (training office name) has exercised its discretion and will:

- cancel your training contract; or
- extend your training contract by six months; or
- allow you to continue under training contract for one further academic year (a discretionary year). Should you fail again at the end of your discretionary year, (training office name) will cancel your training contract.

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Training Officer Signature

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Date

I hereby confirm that I have read and understood the contents of this letter and have no objections thereto.

---

Trainee accountant Signature

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Date

## ANNEXURE 11 NOTIFICATION LETTER FOR FAILURE TO SUBMIT THE ASSESSMENT FORMS ON A TIMELY BASIS

Dear (trainee accountant name)

This letter hereby serves as notification that you are not complying with the requirement to submit your assessment forms (TSRs, PSRs and ANAs) on a timely basis.

In terms of Training Regulation 27, failure by the trainee accountant to initiate two successive assessment forms within the prescribed time frames and to the required quality may lead to the cancellation of your training contract.

Failure to complete the prescribed assessment forms within the prescribed time frame may lead to disciplinary action, including, but not limited to, cancellation of your training contract.

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Training Officer

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Date

I hereby confirm that I have read and understood the contents of this letter and have no objections thereto.

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Trainee accountant

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Date

## ANNEXURE 12      TEMPLATE FOR NOTIFICATION LETTER FOR POSSIBLE CANCELLATION FOR FAILURE TO ACHIEVE COMPETENCE

Dear (trainee accountant name)

This letter hereby serves as notification that, in terms of the assessment conducted on (date of assessment), you have not yet achieved competence in the competencies as indicated in your most recent Assessment Needs Analysis.

The attached development plan has been prepared in an effort to ensure you are given every reasonable opportunity to achieve the outstanding competencies. This development plan will/has been discussed with you in detail on (date of meeting).

Further, please note that in terms of Regulation 26 of the SAICA Training Regulations, failure to achieve competence in all of the prescribed competencies by the end date of your training contract will result in the extension of your training contract.

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Training Officer Signature

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Date

I hereby confirm that I have read and understood the contents of this letter and have no objections thereto.

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Trainee Accountant Signature

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Date