

# Advantage Learning Technologies (Pty) Ltd – Return or Refund Policy



June 2017 | Version 2.0

1. **Our goods and services.**

We provide the following goods and services. We:

- supply digital goods (which includes our online courses and subscription services)
- provide cloud based Learning Management System (LMS) Services (services); and
- in-person courses.

2. **Read instructions.**

Please carefully read and follow all instructions that come with our goods or services. For example, any documents that help you use our goods or services.

3. **Cooling-off period.**

Section 44 of the Electronic Communications and Transactions Act (ECT Act) may apply to your electronic transactions. If you qualify as a consumer under the ECT Act, you may be entitled to cancel some electronic transactions within seven days, without reason or penalty. Section 44 is only applicable if you are a **natural person** – in other words, a human being. You must also be the **end user** of the goods or service. The transaction must be an **electronic transaction** – a transaction concluded via (in whole or in part) the website, email, or SMS.

4. **Our warranty.**

We warrant that all our goods are of good quality unless we clearly describe them as having specific defects.

We provide our digital goods on an “as is” basis and cannot guarantee it will be without minor errors. Any defects found need to be brought to our attention and will be corrected as soon as reasonably possible.

We warrant that we will provide all our services as soon as reasonably possible after you have informed us that you would like us to begin providing the services.

5. **Return of goods in terms of cooling-off period.**

You must delete any digital goods you have downloaded from our website and confirm that you have done so on request by us in the manner provided for below. Certain goods by reason of their nature cannot be returned during the cooling-off period, such as eBooks, eMagazines, or electronic Vouchers. If you have any problems with these types of digital goods, please contact us within seven days of the date on which you purchased the goods. We will do our best to resolve the problem.

6. **Statutory goods warranty for six months.**

This is the statutory warranty in terms of the Consumer Protection Act of 2008 (the CPA). We warrant that media on which digital goods are delivered will be free of any defects for six months of normal use, from the time we supplied the goods. We will correct any defects within six months of you purchasing the good.

7. **Statutory right to a refund for unsuitable goods.**

Our customer that is also a consumer under the CPA may stop using and request a refund for goods within ten days of delivery if the goods are not suitable for a specific purpose that they communicated to us in writing prior to purchasing the goods.

8. **Returns of unsuitable goods.**

A consumer must claim a refund for unsuitable goods within ten days of delivery according to our returns and refunds procedure below.

9. **Refund of price of unsuitable goods.**

We will refund the full price of any unsuitable goods subject to a reasonable admin fee.

10. **Procedure for refunds from other suppliers.**

Customers of other suppliers (such as major online retailers) must claim refunds for defective or unsuitable goods directly from that supplier. Customers must use the correct refunds procedure. Please contact the customer services department of the relevant supplier for details of their refunds procedures.

11. **Refund of services in terms of cooling-off period.**

The right to cancel does not apply to any services where you have given us your permission to provide them to you within seven days of accepting your order.

12. **Pre-payment.**

If the right to cancel does apply and you have prepaid the price of the services, we will refund you the price of the services within 30 days of the date on which you cancelled the booking order.

13. **Services.**

An unsatisfactory service is one that was not provided in a way or was not of a level of quality that an average person would expect

of that type of service. The customer must claim that a service was unsatisfactory.

**14. Statutory compensation.**

We will refund the price of any unsatisfactory service that you submit a successful claim for. Refund claims must follow our returns and refunds procedure below.

**15. Choice of compensation.**

Any customer that is also a consumer under the CPA may decide whether we should either, provide them with additional services to remedy or refund them for unsatisfactory service. We will decide how to compensate any of our other customers.

**16. Warranty on remedies.**

We warrant that we will provide all additional services to remedy unsatisfactory services as soon as reasonably possible after you chose for us to, or we decide to remedy any unsatisfactory service.

**17. Procedure for refunds from other service providers.**

Customers of other service providers (such as downstream service providers who pass on our services to other customers) must submit claims for unsatisfactory services directly to that service provider. Customers must use the correct refund procedure. Please contact the customer services department of the relevant service provider for details of their refund procedures.

**18. Delays in providing services.**

We will diligently try to provide the services as agreed. But, there may be delays which are not our fault that prevent us from providing the services. We will notify you of any delays caused by reasons beyond our control.

**19. Place date and time for providing services.**

Except for when the services are provided over the Internet, we will only provide you with the services at the place and at the date and time agreed to between us. If we are unable to provide the services to you at the place, date and time as agreed for any reason, we will contact you and agree a new place, date and time to provide the services to you. All logistical information relating to in-person course presentation is subject to change. We will communicate any changes to you beforehand. If it is beyond our control and an in person-course is cancelled, we will provide you with a new date.

**20. Assignment of the services.**

We may assign our rights and duties under the agreement, including our duty to provide the services to you, to any successor or purchaser of our business or some of our assets. Any successor or purchaser will provide alternative services similar to ours that are reasonably accessible to you.

**21. Our refund procedure.**

You must use our returns and refunds procedure for returning defective or unsuitable goods and claiming for unsatisfactory services, or else we may refuse to accept them. Our returns and refunds procedure is as follows:

- Contact our customer services department (details below) via telephone or email or live chat.
- Provide them with your contact details, date and place of purchase, and all details of the digital goods or services that you want a refund for, including how and why you believe the goods are defective or unsuitable for your purpose, or how and why you believe the services were unsatisfactory.
- Our customer services department may tell you that they do not believe you have a claim, for example because the warranty period of the goods has expired. In this case we may refuse to repair or replace goods, refuse to provide additional services to remedy the unsatisfactory services, or refuse to pay a refund.
- An administration fee may be payable for transferring your booking to the same course or workshop on an alternative date provided you notify us in writing up to 10 days before the start of the course and subject to availability. We cannot guarantee placement on a date other than the one originally booked, transfers will be administered so long as there are sufficient places available on the new date requested.
- A transfer fee of 20% of the course fee may be payable if the notice is received less than 10 days before the start of the original course. Requests to transfer a course must be made in writing and can be sent by email to [info@advantagelearn.com](mailto:info@advantagelearn.com).
- You must cancel registrations in writing before the closing date of registrations. You will be liable for a 10% cancellation fee. If you fail to cancel before the closing of registrations, you will be held liable for the full course or workshop fee. If you withdraw for whatever reason, the full fee will remain payable even if you are able to nominate a substitute attendee. We should receive substitutions at least 48 hours prior to the start date of the course.
- If you fail to attend the course on which you are booked and have not given us prior notice, the course fee will remain payable in full and no transfer will be allowed.
- We reserve the right to alter published programmes, trainers, fees or venues without prior notice. With regret, in the event of a course being cancelled, a refund of the course fee will be made but no compensation will be paid for any additional costs incurred.

**22. Digital goods**

The following steps are required for digital goods that can be returned in order to complete the returns and refunds procedure:

- We will notify you once we have received the refund claim form associated with your claim. At the same time, we will request a responsible official of yours to provide us with a certificate of deletion certifying that the digital goods associated with your claim have been deleted, and we will revoke your access to the digital goods through our digital rights management system.
- If we have revoked your access to the digital goods through our digital rights management system, we will notify you and inform you that we are continuing to process your claim. Please note that not all digital goods are controlled through our digital rights management system.
- If you claim that our goods are defective, our technicians will examine the goods for defects. In the case of digital goods, our technicians will examine the goods on the media on which the digital goods were delivered. They will report to us whether the

goods were defective, were misused or are of good quality.

- If the goods were returned outside the seven-day cooling-off period, or our technician reports that the goods were misused, were of good quality, were not provided to you for a specific purpose or were suitable for that purpose, then we will not repair, replace or refund the goods.
- If you returned the goods within the seven-day cooling-off period and our technician reports that the goods were defective, were provided to you for your specific purpose and were unsuitable for that purpose, then we will either contact you and ask you whether you would like us to repair, replace, or refund the price of the goods (if you are also a consumer under the CPA) or advise you how we have decided to compensate you (if you are not a consumer under the CPA).
- If you choose for us to make a refund or we decide to do so ourselves, we will contact you and arrange payment of the refunded amount into a bank account of your choice within 30 days of cancellation.

### 23. **Services**

The following steps are required for services in order to complete the refunds procedure:

- We will notify you once we have received the refund claim form associated with your claim. We will then investigate as soon as reasonably possible whether the services we provided you were unsatisfactory. We will create a report whether we believe the services were of a level of quality that an average person would expect of that type of service or not.
- If the services were cancelled too late or our report says that we believe the services were of a level of quality that an average person would expect of that type of service, then we will inform you that we are unfortunately unable to remedy or refund the service.
- If you cancel the service, we will stop providing the relevant service as soon as reasonably possible and contact you to arrange payment of the refunded amount into a bank account of your choice within 30 days of cancellation.

### 24. **Dispute resolution.**

If we do not accept that we supplied defective or unsuitable goods, or that we provided an unsatisfactory service, and our customer services department has not been able to help, any customer may still take the matter up with a suitable ombud or other dispute resolution body, or take legal action. The dispute resolution procedures under the CPA do not necessarily apply to all transactions with us. This policy does not exclude any other rights customers may have.

### 25. **Our customer services department contact details.**

Our customers can contact our service department as follows:

- Telephone number: +27 71 500 4951
- Email address: [info@advantagelearn.com](mailto:info@advantagelearn.com)
- Street address: The Green Door, 298 Cato Rd, Glenwood, Durban, South Africa
- Office hours: Monday-Friday: 8:30 – 16:30

### 26. **Customer queries and complaints.**

We aim for complete customer satisfaction. We respect our customer's' rights and always try to comply with best practice and all relevant laws. If you are not satisfied with any of our goods or services, or have any questions, please contact our customer services department and have your invoice ready. We will try our best to solve your problem. We are proud of the reputation of our goods and services.