Terms of Sale

Castor Project Consultants (Pty) Ltd

Registration number: 2021/161461/07
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Important: These Terms govern the purchase of CPC digital documents, NPO toolkits and other products sold through CPC-approved channels. They preserve mandatory statutory consumer rights while establishing verified-payment release controls, a limited organisation-specific document licence, transparent refund procedures and clear boundaries on CPC's regulatory and professional responsibilities.

1. Purpose, application and binding documents

These Terms of Sale ("Sale Terms") govern purchases from Castor Project Consultants (Pty) Ltd ("CPC", "we", "us" or "our") through https://castorprojects.com, the secure CPC NPO application at https://npoapp.castorprojects.com, and other CPC sales channels that expressly incorporate these Sale Terms.

They apply primarily to standard digital NPO document/toolkit Tiers, templates, guidance, checklists and related CPC digital products. Bespoke consulting, custom software, Assisted Completion, annual updates, government or municipal projects, recurring services and individually quoted engagements are governed by an accepted quotation, statement of work, service agreement or other expressly agreed commercial terms. These Sale Terms apply to those engagements only where expressly incorporated or where law requires the relevant provision.

These Sale Terms must be read with the Website & Platform Terms of Use, Privacy & POPIA Policy, Refund & Fix Guarantee, Document Licence, Permitted Use & No-Redistribution Terms, DSD Submission Disclaimer and the description and price accepted for the specific order. A signed engagement or specific accepted transaction term prevails over these general Sale Terms to the extent of a genuine conflict, subject always to mandatory law. There is no implied expansion of CPC's scope of work or intellectual-property licence.

No provision excludes, restricts or replaces a statutory right or remedy that cannot lawfully be excluded under the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), Consumer Protection Act 68 of 2008 ("CPA") or other applicable South African law. Where such a right applies, the statutory rule prevails.

2. Identity of supplier and electronic-sales disclosure

Supplier: Castor Project Consultants (Pty) Ltd, a private company registered in the Republic of South Africa; company registration number 2021/161461/07.

Office bearer: Stephan Haupt, Managing Director. Physical/registered address and address for legal service of documents, 27 Outeniqua Street, Noordheuwel, Krugersdorp, 1739, South Africa.

Public contact: info@castorprojects.com | Telephone/WhatsApp: +27 81 645 9338 | Website: https://castorprojects.com | Secure application: https://npoapp.castorprojects.com.

The current product description and sale page identify the characteristics of the applicable digital product, applicable price and taxes or charges, payment choices, and delivery/access method. These Sale Terms and the related policies are intended to remain available to read, save and reproduce electronically before an order is completed. Any membership, accreditation, third-party code of conduct or alternative-dispute-resolution scheme to which CPC subscribes is disclosed separately where applicable; no membership, official endorsement or industry certification is implied by a CPC product description.

3. Product scope, intended use and purchasing organisation

A CPC digital toolkit or Tier is a controlled set of documents and supporting material described in the relevant offer. Each product is intended to assist the licensed organisation with its own internal governance, administrative, project, funding-readiness or compliance-preparation activities. Standard document products are generally editable but require the customer to verify and complete information, obtain signatures and follow the applicable instructions.

The purchasing NPO or other organisation is identified through its CPC Reference, order, account or other transaction identifier. Purchase for one organisation does not confer an unrestricted right to use the same templates on behalf of unrelated organisations, customers, affiliates or third-party clients. No unrestricted resale, redistribution, sublicensing or ownership of CPC's underlying intellectual property is granted.

Descriptions such as "guidance", "compliance preparation", "reviewed", "funding readiness" or "DSD-aligned" describe the intended support purpose; they do not constitute official certification, DSD status, guaranteed regulatory compliance, a guarantee of funding or an assurance of acceptance by an authority.

4. Eligibility, account accuracy and authority to purchase

Where a product is restricted to account holders, the customer must create and verify an authorised CPC account before purchase. Users must give accurate organisation and contact details and be duly authorised to bind the purchasing organisation. A person placing an order represents that they have such authority and may be required to provide evidence of it for a high-risk or disputed transaction.

CPC may use reasonable identity, organisation, account, payment and security checks before accepting an order or releasing a purchased product. Account sharing, another organisation's CPC Reference, use of false information, unauthorised payments or circumvention of entitlement controls are prohibited under the Terms of Use.

5. Pre-contract disclosure, order review and correction

Before the final order commitment, the checkout must allow the customer to inspect the selected Tier/product, quantity where relevant, total payable price, applicable taxes and fees, delivery/access conditions, linked legal terms, and any important restriction. The customer must have a reasonable opportunity to correct errors or withdraw before finally placing the order. CPC will not knowingly substitute a different Tier or add unapproved charges without clear customer agreement.

Customers must verify that the Tier or document is suitable for their needs. CPC may provide descriptive guidance, but unless expressly agreed in writing it does not independently determine the customer's legal obligations or select the correct product on the customer's behalf. A customer uncertain about suitability should contact CPC before payment.

The customer must accept the applicable legal terms through the required checkout mechanism. CPC may retain reasonable, versioned evidence of acceptance, including the terms/version presented, related organisation/order, timestamp and relevant transaction or security metadata. An acknowledgement of receipt or an unsigned proof of payment is not proof that document-release conditions have been satisfied.

6. Prices, taxes, quotations and scope exclusions

Unless the accepted offer expressly states otherwise, prices are quoted and charged in South African rand (ZAR). The price payable is the total clearly displayed and confirmed at checkout or in the accepted quotation, including any VAT that CPC is legally required to charge, and any disclosed processing or other applicable charges. CPC must not represent an amount as VAT or issue a VAT tax invoice unless entitled and required to do so under applicable tax law.

CPC may change catalogue prices or product descriptions prospectively. Changes do not retrospectively increase the amount of an accepted, paid order. In the event of a genuine clerical, pricing or system error identified before fulfilment, CPC will inform the customer of the correct amount and permit the customer to accept the correction or cancel and obtain a refund of any payment collected for the unfulfilled affected item, subject to mandatory law.

A digital toolkit purchase excludes bespoke consulting, document completion for the customer, independent legal/accounting/tax advice, DSD filing, certification, future updates, additional documents and recurring assistance unless those items are expressly identified as included in the accepted offer.

7. Orders, acceptance and transaction records

Submitting an order is a request to purchase the identified product on the displayed terms. CPC's acceptance is evidenced by its order-acceptance/confirmation process, subject to successful payment verification and reasonable fraud/security checks. An automated acknowledgement that an order request was received, or a payment browser redirect, must not be interpreted as proof of final settlement, product release or an unconditional promise to fulfil a fraudulent or unavailable order.

If an order cannot be lawfully or reasonably fulfilled, CPC will inform the customer and address the payment in accordance with these Sale Terms and applicable law. CPC may preserve an audit trail of the original order and any subsequent amendment, cancellation, credit, refund, replacement or re-release. Issued financial records will not be silently overwritten.

CPC will make the order reference, transaction status and related invoice/receipt available through the approved order communication and, where the relevant system supports it, the authenticated account. A customer should retain its own copy of order confirmations, payment receipts, issued invoices and the terms accepted at purchase.

8. Payment channels and verification

CPC may offer (a) online payment through PayFast or another CPC-approved third-party gateway and/or (b) Manual EFT to CPC's bank account as communicated through the authenticated order or verified CPC invoice. Payment channels offered in a particular transaction will be shown in checkout. CPC does not intentionally collect or retain full payment-card numbers, CVV/CVC codes or raw card credentials.

Online orders are paid only when the approved payment-provider status has been authenticated and verified server-side through CPC's authorised process. A browser success page, gateway redirect, email, screenshot, client-supplied proof of payment or unsupported payment notification cannot, by itself, authorise release.

Manual EFT requires correct payment allocation, bank reconciliation and authorised CPC confirmation before release. Uploading a proof of payment may assist reconciliation but never automatically creates a paid status. Customers should use the correct order reference and protect themselves against altered banking details, phishing and instructions from unverified sources.

If an online gateway is unavailable, CPC may offer Manual EFT where operationally available. Fraud screening, unresolved payment exceptions, duplicate or reversed transactions and gateway/bank delays may postpone release while CPC takes reasonable verification steps. CPC will not retain payment for an unavailable product contrary to applicable law.

9. Invoices, confirmations and financial records

Every confirmed order must generate an appropriately issued CPC invoice linked to the relevant order and organisation/CPC Reference. The customer must be able to obtain the invoice through the secure portal where supported, and CPC will send it to the registered customer email address. The invoice must accurately state the products/charges and applicable tax treatment.

Quotes, invoices, refunds and refund/credit records may be created or corrected only through CPC's authorised commercial controls. Once formally issued or linked to a recorded payment, an invoice or refund record must not be altered without preserving the original record and a controlled correction, replacement, credit or refund audit trail. CPC may correct a genuine mistake in accordance with law and a transparent customer notice.

10. Digital delivery, release window and downloads

Paid document products are made available to the authorised purchasing account only when all applicable payment, fraud-prevention, entitlement and release checks are satisfied. The applicable delivery/release information is shown in the offer or order communication. Where digital delivery cannot occur within the agreed period, the customer may exercise the relevant statutory remedies, including rights under ECTA section 46 where applicable.

For Phase 1A CPC NPO toolkits, the release entitlement is configured for one successfully completed download per released document within a five-day access window, measured and displayed by the platform from the relevant release event. An interrupted or unsuccessful transfer must not be treated as a completed download merely because a customer clicked the button; entitlement consumption is determined by the authorised server record.

The customer is responsible for downloading, checking and securely retaining each document before its access entitlement expires. Re-release after an expiry or completed download is not automatic, but may be considered by CPC after identity and entitlement verification, appropriate audit review and any statutory obligation to correct non-delivery or defective supply. Expiry of a technical download opportunity does not by itself cancel a valid licence for a lawfully downloaded and retained document.

CPC may apply reasonable technical safeguards, version identifiers, CPC References, audit trails and licence/watermark information to released files. Customers must not bypass download restrictions, obscure attribution or remove traceability controls where doing so would misrepresent origin or licence.

11. Document licence, ownership and permitted sharing

CPC retains ownership of or licensed rights in its original templates, guides, layouts, methodologies, checklists, compilation, workflows and other proprietary material. Payment is consideration for the limited document-use licence and service/access entitlements, not an assignment of copyright. The Document Licence, Permitted Use & No-Redistribution Terms govern the detailed licence conditions.

The licensed organisation may complete and adapt the purchased documents for its own legitimate operations and may share completed documents as reasonably required with its authorised officers, professional advisers, funders, auditors, banks, government departments or DSD in the course of its own business or statutory process. This permitted submission/sharing does not license any third party to reuse the blank template for an unrelated organisation or commercialise CPC's intellectual property.

Resale, bulk redistribution, use by unrelated organisations, uploading to a public template library, competing product development, deliberate watermark or entitlement circumvention, and other prohibited exploitation may result in reasonable investigation, suspension and lawful enforcement measures, subject to proportionality, statutory protections and the detailed Licence Terms.

12. Customer information, completion and regulatory responsibility

The customer is responsible for the accuracy, completeness, lawfulness and currency of information and documents supplied to CPC or inserted into editable templates, and for securing appropriate organisational authority, signatures, supporting records and approvals. CPC may rely on client-provided facts unless independently verifying those facts is an expressly purchased service.

CPC is independent of the Department of Social Development (DSD), the National Lotteries Commission, funding agencies and government authorities. Unless a separate signed professional engagement expressly provides otherwise, CPC does not lodge NPO registrations, annual returns or other DSD submissions on behalf of the client. The customer must verify the current official requirements and complete its own final review and submission.

A CPC internal "Reviewed" status does not mean DSD verification or approval. Neither use of a toolkit nor CPC guidance guarantees regulatory compliance, NPO registration, funder acceptance, grants or other third-party decisions. The full DSD Submission Disclaimer applies.

13. Changes in law, source documents and versioned products

Products and guidance are prepared with reasonable care against information and requirements reasonably identified at the time of the applicable version. Legislation, forms, official processes, policies, interpretation, funding rules and third-party decisions may subsequently change. A change after delivery does not, without more, establish that the purchased product was defective when supplied.

Unless the accepted offer expressly includes an update service, maintenance period or subscription, a standard document purchase does not include lifetime updates, continuing regulatory monitoring, replacement versions or ongoing compliance assurance. A later product release or revised template does not automatically extend an earlier purchase entitlement.

If CPC materially misdescribed a product or supplied a material error present at delivery, the Refund & Fix Guarantee and any applicable statutory rights remain available.

14. Corrections, refunds and discretionary exchanges

The CPC Refund & Fix Guarantee governs assessment and correction of a confirmed Material CPC Error, eligible cancellation, duplicate payment, non-delivery and discretionary exchanges. Subject to mandatory rights, CPC will ordinarily offer a correction or suitable replacement at no extra charge where it confirms a material CPC-origin defect. Where a complete, substantiated claim is received, CPC aims to provide an appropriate Fix within five business days, or will advise a reasonable revised timeframe if additional evidence or third-party clarification is necessary.

Where a Fix is insufficient, delivery is not achieved, a duplicate payment is confirmed, CPC approves a discretionary cancellation, or a statutory refund applies, CPC will determine the appropriate refund for the affected product/order and record the reason, amount, approver and original transaction. CPC ordinarily initiates approved discretionary refunds within ten business days; if legislation requires a shorter period or different remedy, the statutory rule controls.

Incorrect Tier selection or a change of mind does not automatically create a discretionary refund entitlement after the correct product has been delivered or lawfully accessed. CPC may consider a pre-download exchange or credit case by case. This paragraph does not reduce rights to rescind, cancel, obtain repair/replacement/refund or challenge unfair terms to the extent provided by law.

Refund/correction requests may be sent to info@castorprojects.com with the CPC Reference, order/invoice number, product version, nature of complaint and supporting evidence reasonably needed to establish the issue. CPC may verify identity and the legitimate payee before refunding to a bank account. A refund will normally be directed to the original payment method or a verified destination.

15. ECTA cooling-off rights and other statutory cancellations

Where ECTA section 44 applies to a qualifying consumer transaction, the consumer may cancel without reason and without penalty within seven days after receiving goods, or within seven days after concluding an agreement for services, subject to the exclusions expressly listed in ECTA section 42. The applicable statutory refund must be made within the period required by ECTA, including the 30-day limit under section 44(3) where that provision governs.

Section 42 contains transaction-specific exclusions, including certain services begun with the consumer's consent before expiry of the cooling-off period and certain personalised or non-returnable goods. CPC will not assume that all downloadable documents or digital content automatically fall outside section 44, and does not purport to obtain a blanket waiver merely because the customer paid, received an access link or clicked Download. Any applicable exception will be assessed according to the actual product, transaction facts and statute.

Where CPA section 16, ECTA section 43(3), ECTA section 46, or another applicable law provides a separate cooling-off, disclosure-related cancellation, failure-to-perform or consumer remedy, CPC will honour the right according to its scope and time limits. For example, ECTA section 43(3) provides a cancellation right in prescribed circumstances of supplier disclosure/review failure; rights under sections 43 and 44 cannot be excluded by contract.

A customer invoking a statutory right should notify CPC through the published contact channel and provide sufficient order information to identify the transaction. CPC may take proportionate steps to disable future access or prevent further use of refunded licence material, but will not impose a condition that defeats a valid statutory remedy.

16. Availability, outages and performance delays

Digital release depends on working authentication, hosting, banking/payment services, communication channels and protective controls. Temporary interruptions, security incidents, maintenance or other disruptions may affect access or fulfilment. CPC will act reasonably to restore service and communicate material, known delivery delays; it does not guarantee uninterrupted website or platform availability.

If CPC cannot supply an ordered product because it is unavailable, it will notify the customer without undue delay and return payment in accordance with ECTA section 46 and other applicable law. In the event of a material delivery failure, the customer retains the applicable statutory cancellation/remedy rights despite general service-availability language.

17. Professional services and optional CPC Assistance

A request for CPC Assistance, an enquiry, support response or preliminary consultation does not by itself establish a paid engagement. CPC will define and obtain acceptance of scope, deliverables, fees, assumptions, responsibilities, dependencies, timing and change controls before commencing separately chargeable custom work.

Any ongoing support, annual update, recurring fee or subscription must be clearly described and affirmatively accepted, including its duration, billing frequency, renewal and termination conditions. A once-off digital toolkit purchase does not itself enrol the customer into a recurring paid service.

18. Personal information, confidentiality and communications

CPC processes customer and transaction information in accordance with its Privacy & POPIA Policy and applicable POPIA obligations. Information may be processed by approved operators necessary for hosting, authentication, email delivery, payment processing, recordkeeping, fraud prevention and customer service, subject to lawful processing and appropriate safeguards. CPC will not intentionally store raw card credentials.

Customers must not include unnecessary sensitive personal information in general enquiries or unapproved upload channels. Where confidential documents are supplied under a legitimate workflow, each party must take reasonable measures to restrict access to persons with a legitimate need and to comply with applicable privacy and confidentiality obligations.

CPC may send necessary account, order, payment, invoice, fulfilment, remedy and security communications electronically to the nominated customer address. Separate electronic marketing is subject to applicable consent, objection and opt-out requirements; agreement to these Sale Terms is not blanket consent to marketing.

19. Fraud prevention, abuse and account restrictions

CPC may reasonably withhold acceptance, payment allocation or document release while investigating objective indicators of fraud, unlawful use, identity misuse, unauthorised transactions, payment reversal, account compromise or a serious breach of licence/security controls. Restrictions must be proportionate to the identified risk and applied in a manner consistent with statutory rights, paid entitlements and fair dealing.

Where a payment is reversed or charged back, CPC may investigate the underlying transaction, suspend future release of the affected product as lawfully appropriate, correct accounting records and coordinate with the payment provider. CPC will not seek or retain duplicate reimbursement of the same charge. Genuine statutory disputes and lawful chargeback rights are not waived.

20. Important limitations and allocation of risk

To the maximum extent permitted by law, CPC is not responsible for third-party regulatory decisions, client-provided inaccuracies, client amendments to delivered templates, customer misuse, missed statutory deadlines, unapproved sharing or later changes in third-party requirements where those matters are not caused by CPC's legally actionable breach. The customer remains responsible for final review and appropriate independent professional advice for matters beyond CPC's contracted scope.

To the maximum extent permitted by law and subject to any specific signed agreement, CPC does not accept liability for indirect or consequential loss, loss of expected funding, opportunity or profit, reputational harm, or third-party penalties merely arising from an independent authority's delay or refusal, a customer omission or use of a document outside the agreed purpose. This clause is not an attempt to avoid liability for CPC's unlawful conduct, material misrepresentation, failure to meet mandatory security duties, or remedies that cannot be excluded under ECTA, CPA or other law.

Any contractual limitation, exclusion, acknowledgement or indemnity will be interpreted and applied only to the extent fair, reasonable, conspicuous where law requires, and enforceable under applicable law. CPC does not require a consumer to indemnify it against CPC's own unlawful conduct, gross negligence or other liability that law prohibits shifting to a customer.

21. Complaints, escalation and dispute resolution

Customers should first lodge a complaint with CPC at info@castorprojects.com, citing the order/CPC Reference and a concise description with available evidence. CPC will assess the issue in good faith, may request information reasonably necessary to investigate, and will provide its decision or further process instructions as soon as reasonably practicable.

Where no agreement is reached, the customer retains access to any competent regulator, consumer body, ombud, tribunal, court or alternative dispute process provided by law. These Sale Terms do not require a consumer to waive mandatory access to a statutory forum or unlawfully submit to an exclusive private dispute procedure.

22. Changes, notices, records and contract interpretation

CPC may update these Sale Terms for future transactions to reflect changes in products, law, payment channels, security controls or operating arrangements. The version accepted for a completed transaction continues to govern that transaction unless a lawful agreed variation or applicable mandatory rule requires otherwise. CPC may keep versioned copies and acceptance evidence in accordance with lawful retention obligations.

Official transactional notices may be delivered by email and authenticated account notifications where appropriate. Requests concerning contractual changes, refunds, licence permissions or a formal legal matter should be directed through the published CPC contact details; sending a general website enquiry does not by itself vary a signed contract, create agency authority or constitute successful DSD filing.

If a provision is invalid or unenforceable, it will be restricted or severed to the minimum extent necessary without invalidating the remainder. A delay or failure to enforce a provision does not waive the right permanently. South African law governs these Sale Terms, subject to non-waivable consumer rights and jurisdictional remedies.

23. Related legal documents and contact

The relevant legal framework consists of: Website & Platform Terms of Use; these Terms of Sale; Privacy & POPIA Policy; Refund & Fix Guarantee; Document Licence, Permitted Use & No-Redistribution Terms; DSD Submission Disclaimer; and, where applicable, the CPC PAIA Manual and the accepted specific offer, quotation or signed service agreement.

Commercial enquiries, cancellation requests and complaints: Castor Project Consultants (Pty) Ltd | info@castorprojects.com | Telephone/WhatsApp +27 81 645 9338 | https://castorprojects.com | Registered/legal-service address: 27 Outeniqua Street, Noordheuwel, Krugersdorp, 1739, South Africa.

These Sale Terms were compiled for CPC's public website and Phase 1A NPO digital-document sales model. Their enforceability depends not only on the wording but also on correct pre-contract disclosure, accurate operational information, secure checkout/payment practices, genuine customer acceptance and compliance with mandatory law.