Refund & Fix Guarantee

Castor Project Consultants (Pty) Ltd

Registration number: 2021/161461/07
Effective date: 3 October 2026
Version: 1.0

Important: CPC's documents and toolkits are independently developed to support NPO governance, administration, compliance preparation and funding readiness. CPC is not DSD, NLC, a funding agency or any government authority, and does not guarantee registration, approval, funding or acceptance by any authority or funder.

1. Purpose and legal status

This Refund & Fix Guarantee ("Policy") sets out CPC's commercial remedy process for eligible digital document products and related CPC NPO Platform purchases. It is intended to provide a clear, practical process where CPC has made an error, while protecting CPC against claims caused by client information, client changes, incorrect product selection, third-party decisions or changes in law or authority requirements.

This Policy forms part of CPC's customer-facing legal framework and must be read together with the applicable Terms of Use / Terms of Sale, Privacy & POPIA Policy, product description, document licence / permitted-use terms, quotation or service agreement.

Nothing in this Policy excludes, restricts or replaces any right or remedy that may not lawfully be excluded under the Consumer Protection Act 68 of 2008 (CPA), the Electronic Communications and Transactions Act 25 of 2002 (ECTA), or other applicable South African law. Where a mandatory statutory right gives a customer a different or stronger remedy, that statutory right prevails.

2. Scope

This Policy applies to digital products purchased directly from CPC through an approved CPC sales channel, including:

- Tiered NPO document/toolkit packs;
- individual CPC governance, compliance, operational and reporting templates/documents;
- other standard downloadable CPC digital products expressly sold subject to this Policy.

Bespoke consulting, software development, government/municipal projects, custom document drafting, Assisted Completion, annual update work and other professional services are governed primarily by the applicable quotation, scope of work, service agreement or order terms. This Policy applies to those services only where expressly incorporated or where applicable law requires a remedy.

3. What qualifies as a CPC error

For purposes of CPC's commercial Fix Guarantee, a "Material CPC Error" means a material technical, structural, formatting or substantive error or omission that existed in the CPC-supplied version at the time of delivery and that materially prevents the document from performing the purpose described by CPC.

A Material CPC Error does not include:

- information, facts, names, dates, figures, declarations or supporting documents supplied incorrectly or incompletely by the client;
- changes, deletions, additions or formatting changes made by the client or another third party after CPC delivery;
- use of the document outside its stated purpose or without required supporting documents, signatures, resolutions, annexures or evidence;
- a later change in legislation, DSD practice, funder rules, forms, policy, guidance or authority requirements that occurred after the relevant CPC version was delivered;
- a discretionary decision, interpretation or request by DSD, NLC, a funder, bank, auditor, municipality or other third party that is not caused by an error in the CPC-supplied document;
- minor typographical or cosmetic issues that do not materially affect the document's intended use.

4. Fix Guarantee

Where CPC confirms a Material CPC Error, CPC will first provide a reasonable correction or replacement of the affected document at no additional charge. This is CPC's normal commercial remedy and is intended to resolve genuine CPC-caused document defects quickly.

Where the claim includes complete information and supporting evidence, CPC will aim to issue the correction within five (5) business days after CPC has received everything reasonably required to assess and correct the issue. If the issue cannot reasonably be completed within that period because additional evidence, client input or third-party clarification is required, CPC will advise the client and provide a revised reasonable timeframe.

A Fix is limited to correcting the confirmed CPC error. It does not include new scope, re-writing the document for a new purpose, completing the client's own information, making a submission to DSD or another authority, or providing additional consulting work unless separately agreed.

Where mandatory law gives an applicable consumer the right to select a refund, replacement or other remedy without first accepting a Fix, this commercial fix-first process does not remove that statutory right.

5. When a refund may be approved

Subject to applicable law, CPC may approve a refund where one or more of the following applies:

- CPC failed to deliver the purchased product or a material part of it;
- CPC confirms a Material CPC Error and is unable to provide a reasonable Fix or replacement within the applicable remedy period;
- a CPC-provided Fix or replacement does not resolve the confirmed Material CPC Error;
- CPC confirms a duplicate payment or other payment-processing error resulting in an overpayment;
- CPC approves cancellation before delivery or commencement of work, where appropriate;
- a refund is required by applicable law.

Refunds will ordinarily be limited to the affected product or affected part of an order. A full-pack or full-order refund will be considered where the confirmed issue materially affects the value or usability of the purchase as a whole.

Only an authorised CPC approver may approve a refund. CPC will record the reason, approver, amount, order/reference, entitlement status and date/time of the decision in accordance with CPC's audit controls.

6. DSD, NLC, funder or authority feedback

A rejection, query, request for amendment or refusal by DSD, NLC, a funder or another authority does not by itself prove that a CPC product is defective or that a refund is due.

Where a client receives written third-party feedback, CPC will assess the stated reason against the CPC-supplied version, the client's completed/submitted version, the information supplied by the client and the requirements reasonably applicable at the time of delivery.

If the issue is directly attributable to a Material CPC Error, section 4 applies. If the issue is attributable to client data, client modification, missing supporting information, a third-party discretionary decision or a requirement introduced after delivery, the Fix/Refund Guarantee does not create an automatic refund entitlement.

7. Incorrect product selection, change of mind and downloaded products

The CPC checkout process requires the customer to review and confirm the selected Tier/document before payment. Payment therefore records purchase intent, and an incorrect selection by the customer does not automatically create a refund entitlement.

If the customer identifies an incorrect selection before the product has been downloaded, used or materially processed, CPC may, at its discretion and subject to operational feasibility, approve an exchange, account credit or cancellation.

Once a digital product has been downloaded or accessed, CPC does not ordinarily provide a discretionary change-of-mind refund because the customer has received access to CPC's intellectual property. This does not limit any mandatory statutory cancellation, quality or refund right that applies to the transaction.

8. Client-supplied information and editable documents

CPC documents are generally supplied as editable products and may require the client to insert, verify or maintain organisation-specific information. The client remains responsible for the accuracy, completeness and lawfulness of information it supplies or inserts.

CPC is not responsible for errors, omissions, non-compliance or rejection caused by inaccurate, incomplete or misleading client information, or by changes made after CPC delivery, unless CPC separately agreed in writing to verify or complete that information as part of a paid service.

9. Changes in requirements after delivery

Legislation, DSD practices, government forms, funding criteria and third-party requirements may change. Unless CPC expressly sold an ongoing update service or the original CPC product was materially wrong when delivered, a later change in requirements does not create a free-update or refund entitlement.

CPC may offer an updated version, annual update service or other assistance at the applicable price where a later change requires material rework.

10. Professional services, Assisted Completion and custom work

For bespoke or professional services, any refund or cancellation must take account of the stage of work, agreed scope, work already performed, non-recoverable commitments and the applicable quotation or service agreement, subject always to mandatory statutory rights.

Where CPC has commenced work with the client's approval, CPC may retain payment reasonably attributable to work properly performed and costs properly incurred, where permitted by law. CPC-caused material service failures remain subject to the remedies required by the applicable agreement and South African law.

11. Exclusions from CPC's discretionary commercial guarantee

Subject to section 1 and any non-waivable statutory rights, CPC will not ordinarily approve a discretionary refund where the claim results from:

- client modification, deletion, misuse or redistribution of the product;
- inaccurate, incomplete, outdated or misleading information supplied by the client;
- submission without required supporting documentation, signatures, approvals, annexures or evidence;
- use outside the product's stated purpose or by/for an organisation for which it was not licensed;
- failure to follow clear instructions, warnings or product descriptions supplied before purchase;
- a customer's incorrect Tier/document selection after the selection was clearly presented and confirmed before payment;
- a later change in law, authority practice or third-party requirement;
- a third-party outcome, funding decision or DSD/NLC decision not caused by a Material CPC Error;
- an attempt to obtain a duplicate reimbursement through both CPC and a bank/payment-provider chargeback process.

The fact that a product has been used, downloaded, modified, shared or redistributed may be relevant to CPC's discretionary assessment, but it will not be relied upon to defeat a statutory right that cannot lawfully be excluded.

12. How to submit a Fix or refund request

Requests must be submitted to info@castorprojects.com and should include, where applicable:

- CPC order number / invoice number / CPC Reference;
- proof of purchase or sufficient information for CPC to identify the transaction;
- the name of the affected product/document and, where known, its version;
- a clear description of the issue and when it was discovered;
- the original CPC-supplied file and, where relevant, the version actually completed or submitted;
- a copy of any written DSD, NLC, funder or authority feedback relied upon;
- any other information reasonably required for CPC to determine the cause and appropriate remedy.

Clients should report an issue as soon as reasonably possible after discovery. Delay may make it more difficult to establish which version, requirement or client change caused the issue. This does not reduce any statutory claim period or right that cannot lawfully be limited.

13. Assessment, decision and remedy

CPC may review the product/version supplied, system/order records, download or release history, client-supplied information, the submitted document and relevant third-party feedback. CPC may request reasonable additional information before deciding the claim.

If CPC confirms a valid Fix claim, CPC will correct or replace the affected item in accordance with section 4. If a refund is approved, CPC will notify the customer of the approved amount and processing method.

A CPC commercial decision under this Policy does not prevent a customer from exercising any complaint, dispute-resolution or statutory right available under applicable law.

14. Refund processing and digital entitlements

CPC will initiate an approved refund as soon as reasonably practicable and ordinarily within ten (10) business days after approval. The time taken for funds to reflect may depend on the bank or payment provider. Where applicable law prescribes a different refund period, the statutory period applies.

Refunds will ordinarily be made to the original payment method or to a verified bank account associated with the customer/order. CPC may require reasonable verification before making a manual refund to reduce fraud or misdirection risk.

Where a refund is granted for a digital product, the related entitlement may be revoked. Unless CPC agrees otherwise in writing, the customer's licence to use the refunded product terminates and the customer must cease using or redistributing the refunded product and delete retained copies to the extent reasonably possible. Where a corrected replacement is issued instead of a refund, the corrected version supersedes the defective version.

15. Duplicate payments and payment disputes

A confirmed duplicate payment or CPC/payment-processing error will be corrected and the duplicate/incorrect amount refunded. CPC will maintain an audit record of the transaction and remedy.

Where a bank or payment-provider chargeback or payment dispute is already open for the same amount, CPC may pause a parallel discretionary refund until the payment-provider process is resolved, solely to prevent duplicate reimbursement. This does not prevent the customer from exercising lawful rights.

16. No guarantee of approval, funding or outcome

CPC provides documents, tools and professional support; it does not control DSD, NLC, funders, banks, auditors, municipalities, government departments or other decision-makers. CPC therefore does not guarantee registration, compliance status, grant/funding approval, procurement award, acceptance, turnaround time or any other third-party outcome.

CPC's responsibility under this Policy is limited to the remedy applicable to a confirmed CPC error or other eligible refund event, subject to applicable law. To the extent permitted by law, the Policy does not create liability for indirect or consequential losses such as lost funding, lost opportunity, penalties, third-party professional fees or business interruption merely because a third party rejects or delays an application.

17. Contact

Fix, refund and cancellation requests:

- Email: info@castorprojects.com
- WhatsApp: +27 81 645 9338

Castor Project Consultants (Pty) Ltd reserves the right to update this Policy from time to time. The version applicable to a purchase will be the version presented or incorporated into the transaction at the relevant time, subject to any later statutory rights or legal requirements.