



2020

Cancellations and suspensions of services





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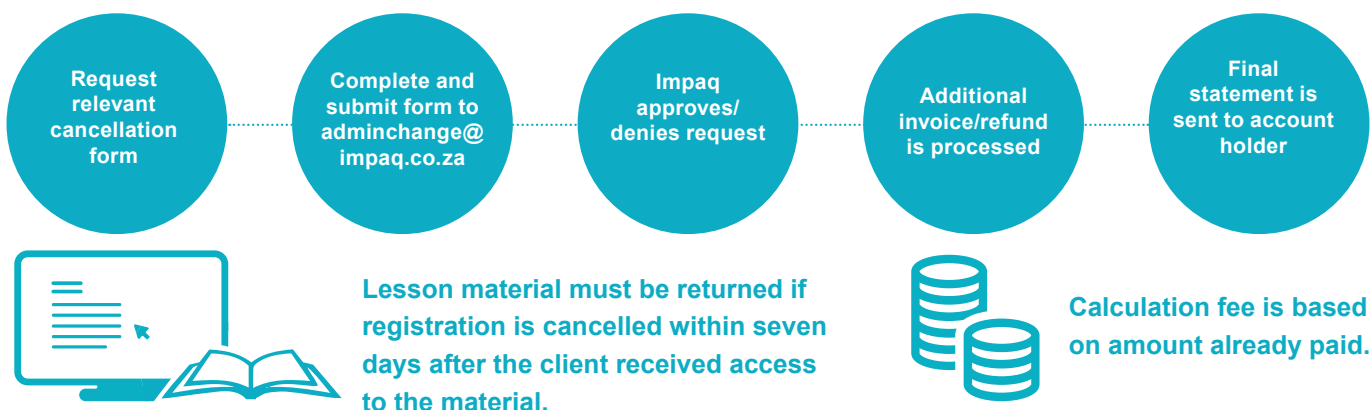
1. Cancellations

Since most Impaq transactions are subject to the Electronic Communication and Transaction Act, no 25 of 2002 (hereafter referred to as the “ETA”) this cancellation policy uses the provisions of the ETA as a guideline in respect of all changes and cancellations.

The Consumer Protection Act, no 68 of 2008 (hereafter referred to as the “CPA”) may apply to a particular cancellation, in which case Impaq shall comply with the provisions of the CPA.

1.1 Process

A learner’s registration with Impaq may be cancelled based on the cancellation conditions as explained in this section. The image below illustrates how the cancellation process works:



Cancellation must be done in writing by completing the **Cancellation Form** and sending it to adminchange@impaq.co.za. The cancellation will be processed once the cancellation form is received. If the cancellation of a debit order-linked registration is not fully processed by Impaq before the 20th of the month, another payment will be deducted. Grade 12 candidates must also complete the required examination board cancellation documentation.

1.2 Cost implications

The cancellation fee is dependent on the date on which the client received access to the lesson material and the date on which Impaq received the completed and signed **Cancellation Form**. The date on which the client received access to the lesson material might also include the date on which the client received access to the online portal, *my.Impaq*. The cancellation policy in **Table 3: Cancellation Fees** applies.

When cancellation form is received	Cancellation fee
Before material is distributed.	No cancellation fee.
Within seven (7) days after the client received access to the material.	No cancellation fee if books are returned undamaged within 14 days after the client received access to the material. Proof of return needs to be sent to adminchange@impaq.co.za.
Within thirty (30) days after client received access to material (or before 31 January, whichever is later).	40% of the subject price is charged as cancellation fee. Non-refundable items are charged in full.
Between thirty (30) days and sixty (60) days after the client received access to the material.	60% of the subject price is charged as cancellation fee. Non-refundable items are charged in full.
More than sixty (60) days after the client received access to the material.	75% of the subject price is charged as cancellation fee. Non-refundable items are charged in full.
Cancellation received after 1 October.	100% of the subject price is charged as cancellation fee. Non-refundable items are charged in full.



Printed Material option: In order not to pay a cancellation fee, Impaq should receive the **cancellation form** back within 7 days and the **lesson material** within 14 days. The lesson material must be returned unused and in the original packaging. If the material is not received within 14 days or in the original packaging, a cancellation fee of 40% of the package price will apply.

Electronic-/Assessment Only option: When the client receives a link to the electronic/assessment components, it is interpreted as the client receiving access to the material.

1.3 Reactivations

Where a learner is registered for the Printed Material option and the registration is cancelled, the client can reactivate the application by applying for the Assessment Only option. No discount will be given.

Where a learner is registered for the Assessment Only option and the registration is cancelled, the client can reactivate the application by reregistering for the Assessment Only option as it is the lowest-cost option available. No discount will be given.

1.4 Non-refundable items

The following costs are non-refundable:

1. The delivery fee (where applicable).
2. Additional costs relating to services and activities (e.g. assessment of practical subjects, social events, electronic lesson material, hard copy examinations), unless stated otherwise.
3. External examination board registration fees and Final Examination fees are refundable if the cancellation is received and processed before 1 March of the academic year. Thereafter the normal cancellation policy will apply.

1.5 Preliminary approval

If preliminary approval was granted to a learner (refer to Critical Enrolment Information) and the learner did not meet the requirements to continue, the registration may be cancelled. In this case, a 50% cancellation fee on the package price will be incurred for cancellations before 15 January of the academic year, thereafter a 75% cancellation fee on the package price will apply.

2. Suspension of services and handover of unpaid accounts

It is important that accounts are paid upfront every month. Impaq follows a strict process for the collection of outstanding/overdue payments from clients and may use third party debt collectors or legal teams to assist.

The account holder is responsible for the learner's account with Impaq. According to the Impaq debt collection process unpaid accounts will result in the suspension of services to the learner (including access to examinations, my.Impaq, etc.) and could lead to legal action and credit blacklisting. Suspension of an account will occur if the account is in arrears for 30 days or more. To unsuspend the account, the outstanding amount must be paid in full or an approved alternative arrangement must be made with Impaq. The latter will only be allowed in exceptional cases.

In addition, if a learner is linked with a listed tutor centre, this suspension may affect the services provided by the tutor centre due to the unavailability of functions on my.Impaq. Impaq therefore reserves the right to inform the tutor centre of our decision to suspend services to a learner. Impaq may also share details of such accounts with the relevant tutor centre.

Account disputes between tutors and Impaq clients relate to contractual obligations between the tutor and the account holder (which may also be an Impaq client) over which Impaq has no influence. Impaq may thus not assist tutors or parents in resolving account disputes between one another.

