KaleidoKidz
THERAPY & LEARNING CENTRE

REFUND & CANCELLATION POLICY FOR SERVICES AND PRODUCTS:

This policy applies to the therapeutic play, learning support, life coaching and workshop sessions ("sessions") and the products offered by Elaine Rheeder, a sole proprietor trading as KaleidoKidz ("KaleidoKidz", "we" or "us"), including products sold through our online shop. It must be read subject to your rights under the Consumer Protection Act 68 of 2008 ("CPA") and the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), and nothing in it limits or excludes any right that you have under those Acts.

1. Refunds: Elaine Rheeder t/a KaleidoKidz does not, as a rule, give refunds for sessions that have been provided or for products that you have simply changed your mind about. This does not apply where: (a) a product is defective, unsafe or not reasonably suitable for the purpose for which it was sold, in which case you may return it to us within 6 (six) months of delivery and choose whether we repair it, replace it or refund you (sections 55 and 56 of the CPA); (b) a session was not provided in the manner and to the quality that you were entitled to expect, in which case we will, at your choice, remedy the defect or refund a reasonable portion of the price paid (section 54 of the CPA); or (c) you are otherwise entitled to a refund under the CPA or ECTA (see clause 7 below).

2. Cancellation Policy: In the event of a cancellation of a session, clients are required to provide at least 24 hours' notice. Failure to provide sufficient notice or non-attendance without a valid medical reason (supported by a medical certificate, if requested) will result in the full fee for the missed session being invoiced. We regard this as a reasonable cancellation charge, because the time was reserved for you or your child and cannot usually be offered to another client at short notice (section 17 of the CPA). No cancellation charge will be levied where the session could not be attended because of the death or hospitalisation of the person for whom it was booked (section 17(5) of the CPA).

3. Cancellation by KaleidoKidz: If we have to cancel or reschedule a session, we will give you as much notice as possible and offer you an alternative time. You will not be charged for a session that we cancel, and any amount paid in advance for that session will, at your choice, be credited to your account or refunded.

4. Late Arrivals: Sessions must be attended promptly and will conclude at the scheduled time. Late arrivals up to 15 minutes may be accommodated, but sessions will still end as scheduled and the full session fee will remain payable. Where a client arrives more than 15 minutes late, the session may be treated as a missed session in terms of clause 2.

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5. Non-Transferable: Sessions and session packages paid for in advance are booked for a specific client and are non-transferable. They cannot be transferred to another individual or entity without our prior consent. Products may only be exchanged or returned as set out in this policy or as provided by law.

6. Payment Terms: Payment of an invoice is due within 7 (seven) days of the date of the invoice. Failure to settle accounts within the specified timeframe may, after written notice to you, result in sessions being suspended until the account is settled. Products bought through our online shop must be paid for in full before they are dispatched. Overdue accounts may be handed over for collection, in which case you will be liable for the reasonable collection costs permitted by law.

7. Online purchases (cooling-off): If you buy products or services from us by way of an electronic transaction (for example, through our website or online shop), you may cancel the transaction without giving a reason and without penalty within 7 (seven) days after receiving the products or, in the case of services, within 7 (seven) days after the agreement was concluded (section 44 of ECTA). The only charge that may be levied is the direct cost of returning the products, and any payment you have made will be refunded within 30 (thirty) days of the cancellation. This right does not apply in the circumstances set out in section 42(2) of ECTA, for example to services that began with your consent before the end of the 7-day period, or to products made to your specifications or clearly personalised.

8. Returning products: Please contact us before returning a product so that we can arrange the return. Products should be returned with proof of purchase and, where possible, in their original packaging. Where a product is returned because it is defective, the return will be at our risk and expense. Refunds will be paid by the same method that was used for payment.

9. Quality Assurance: We strive to ensure the highest quality of services and products. If you have any concerns or issues regarding the services or products provided, please contact us immediately at admin@kaleidokidz.co.za or 065 582 7830, and we will do our best to address your concerns. If we are unable to resolve your complaint, you may refer it to the Consumer Goods and Services Ombud, the consumer protection authority in your province or the National Consumer Commission.

10. Exceptions: In exceptional circumstances, such as demonstrable error on the part of Elaine Rheeder t/a KaleidoKidz, a refund may be considered at our discretion. This is in addition to, and does not limit, your rights under clause 1 and under the CPA and ECTA.

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By engaging with our services or purchasing our products, you acknowledge that you have read and understood our refund & cancellation policy and agree to abide by its terms. We may update this policy from time to time. The version published on our website when you book a session or buy a product will apply to that booking or purchase, and we will notify existing clients of any material changes. Please review it periodically and contact us should you have any questions.

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