Alpvest Institute for FutureTech®
INNOVATIVE LEARNING. GLOBAL EMPLOYABILITY.

POLICY ON REFUNDS AND CANCELLATIONS

AIFT-201-FIN: 033

20th July 2026

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ISO Policy Ref: AIFT-201 AIFT Policy Ref: FIN:033	**POLICY ON REFUNDS AND CANCELLATIONS**	
Purpose	To ensure the fair, transparent and consistent management of student cancellations, withdrawals, account reconciliations and refunds in accordance with applicable legislation and institutional policies.	
Type of Document	Policy Document	
Accessibility	Approved policy to be publicly available before enrolment, on the website, student portal and LMS; accessible or printed copies on request. Individual claim records remain confidential.	
Date of Implementation	20th July 2026	
Date of Next Revision	Full review within three years of approval; annual legal and operational check; earlier review where required.	
Definitions and Acronyms	Section 3 applies together with consistent institutional definitions.	
Institutional Functionary	Chief Executive Officer	
Date of Approvals	20th July 2026	
Approved by	Board of Directors	
Corporate Governance	The Board of Directors approved this policy on 20th July 2026	
Revision Initiator Reference	Revision No. 1	Revision Initiated by: Chief Executive Officer / Board of Directors
Integrated ISO System Reference	Policies, Statements and Declarations: Policy on Refunds and Cancellations Sheqims - File 2	
Chairperson of the Board	Jayandra Ramnundlall	
Signed as per Board Resolution dated 20th July 2026	Signature:	Date: 20th July 2026

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1 Purpose scope and policy statement

1.1 Purpose

AIFT will administer cancellation and refund requests fairly, account for money belonging to students and payers, and recover only amounts lawfully due. This policy supports student protection and responsible financial management.

1.1.1 Scope

This policy applies to applicants, registered students, account payers and sponsors across all AIFT campuses and approved modes of delivery. It covers cancellation of an enrolment, withdrawal from modules, deposits, overpayments, approved transfers and deferrals, and institution-initiated discontinuation.

1.1.2 Policy statement

Mandatory law prevails over an enrolment form, fee schedule, promotion, published textbooks, learniung materials or internal procedure. AIFT must honour more favourable contractual rights already granted. Similar cases must receive consistent treatment across campuses, distribution outlets and modes. A cancellation notice is distinct from a refund claim. Financial verification must not postpone the effective cancellation date.

Before enrolment or payment, AIFT must disclose the applicable fees, services, cancellation rules, refund process and policy version in plain language. A deposit is credited to the student account and is not automatically forfeited. No staff member may promise an unauthorised concession or require a student to waive a statutory right.

1.2 Legislative and institutional framework

The Consumer Protection Act 68 of 2008 (CPA), its regulations, the Electronic Communications and Transactions Act 25 of 2002 (ECTA), and applicable contract and privacy law applies. Higher Education Act and DHET registration obligations inform student protection and continuity arrangements; CHE requirements inform academic quality, distribution outlet requirements and fair student administration. These regulatory responsibilities do not replace consumer remedies.

Read this policy with the approved enrolment agreement, fee schedule, financial delegations, student complaints procedure, academic rules, student support and bursary policies, records retention rules and programme discontinuation arrangements.

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1.3 Definitions and acronyms

Term	Meaning
Business day	A day excluding Saturdays, Sundays and South African public holidays; statutory counting rules prevail.
Cancellation notice	A clear recorded instruction identifying the student and the enrolment or modules to be cancelled.
Effective date	The date determined under section 1.4, independent of refund approval.
Commencement	The disclosed start of the contracted teaching or learning service, including an agreed early start.
Refund	Verified payments and credits less lawful charges after reconciliation.
ARFC and POPIA	Audit, Risk and Finance Committee; Protection of Personal Information Act 4 of 2013.

1.4 Cancellation rights and notice

1.4.1 Statutory rights

Finance must identify the legal route before applying deductions. The rights below operate within their statutory scope and exclusions; other remedies for misrepresentation, inadequate service and non-delivery remain available.

Direct marketing: where CPA section 16 applies, a consumer may rescind without reason or penalty within five business days after the later of agreement conclusion or delivery of goods. Refunds are due within 15 business days after notice where no goods were delivered, or after return where goods were delivered. Apply the Act's permitted treatment of returned goods. Section 16 does not apply where ECTA section 44 applies.

Electronic transactions: where ECTA section 44 applies, a service agreement may be cancelled without reason or penalty within seven calendar days of conclusion, with a full refund within 30 calendar days of cancellation. Only direct return costs for goods may be charged. Check section 42 exclusions, including services begun with the consumer's consent during the seven-day period. Issuing LMS credentials alone does not establish consent to early performance. Assess electronic disclosure failures under section 43 separately.

Fixed-term agreements: where CPA section 14 applies, cancellation may be given at any time on 20 business days' recorded notice, subject to lawful accrued amounts and a reasonable cancellation charge. Section 14 excludes transactions between juristic persons. Corporate agreements must be assessed separately; contractual labels do not determine legal classification.

1.4.2 Proposed AIFT notice concession

Subject to approval, AIFT will accept cancellation effective on receipt within 21 business days after conclusion of an individual student enrolment agreement, without a further notice period. This is an institutional concession, not a statutory penalty-free cooling-off period. Lawful accrued charges and a justified cancellation charge may apply outside a statutory penalty-free route.

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Thereafter, AIFT will apply 20 business days' recorded notice to individual student enrolments as an institutional rule, including where legal classification requires separate consideration. The effective date is expiry of that notice, or a later date requested by the student. AIFT may agree to an earlier date and must not charge for a notice period it waives. Statutory rights allowing earlier cancellation take precedence.

1.4.3 Valid notice and receipt

Students may submit notice to Student Administration, the Campus General Manager or Finance, in person in recorded form or through an official electronic channel. Staff must preserve the first receipt date and forward misdirected notices internally. A manager's signature, a stated reason, a refund form or settlement of the account is not a condition for valid notice. Assist students who need help recording a request and obtain confirmation.

Non-attendance, failure to log into the LMS or cancellation of a debit order does not itself cancel enrolment. AIFT must contact inactive students promptly and explain support and cancellation options. No cancellation opportunity may be conditional on attending a retention meeting.

1.5 Refund eligibility and account treatment

1.5.1 Ordinary cancellation and admission outcomes

Before commencement, return payments less a lawfully earned application fee and any reasonable cancellation charge justified under section 1.6. No tuition is earned for a period before teaching or learning services commence. After commencement, reconcile lawful services up to the effective date and credit the unused balance; no automatic full-year fee liability applies.

If admission is declined or admission conditions are not met, refund tuition deposits and advance tuition. Retain an application fee only where processing occurred and retention is lawful; refund it where the outcome arises from AIFT error or misrepresentation. A missing signed form is not grounds to forfeit money: establish whether an agreement and any actual service exist.

Refund verified duplicate payments and overpayments without requiring cancellation of studies. Transfer a credit to another registration only with the entitled party's informed agreement.

1.5.2 AIFT cancellation or discontinuation

If AIFT cancels an offering before commencement, refund payments for the cancelled offering, including related application and registration charges, without a student cancellation penalty. An alternative programme, campus, mode or intake requires informed agreement and relevant academic and regulatory approval.

If delivery is discontinued after commencement, implement approved continuity or teach-out arrangements. Where the student does not accept a lawful alternative, refund amounts for undelivered services and provide any further remedy required by law. A credit or transfer cannot be imposed instead of an enforceable refund. Do not represent DHET as automatically funding student refunds; any financial protection statement must match AIFT's verified arrangements.

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1.5.3 Compassionate and exceptional circumstances

Apply the no-cancellation-fee protection for death or hospitalisation in CPA section 17(5) where applicable. As a proposed wider concession, waive the cancellation penalty for verified student death or hospitalisation preventing continuation, while reconciling lawful accrued services. Obtain only proportionate evidence and appropriate estate authority for payments after death.

Serious illness, disability-related circumstances, retrenchment or other exceptional hardship may justify an earlier effective date, fee relief, deferral or a discretionary waiver. Give written reasons under delegated authority. A discretionary process must not replace a statutory entitlement. For verified study-visa refusal preventing commencement, the proposed concession is to waive the cancellation penalty and return unused advance tuition, subject to lawful separately disclosed charges.

1.5.4 Academic and funding matters

Academic failure, suspension or expulsion does not justify automatic forfeiture. Academic and disciplinary decisions must follow their own procedures; financial consequences must be assessed under law and this policy. Before AIFT terminates for payment default, provide applicable breach and remedy notices, including the section 14 process where applicable. An internal bursary credit is not cash paid by a student.

1.6 Fees deductions and refund calculation

1.6.1 Application fees deposits and tuition

The proposed application fee is R500, subject to approval of the relevant intake fee schedule. It may be retained only for processing actually undertaken and where lawful. Penalty-free statutory refunds and remedies for AIFT failure override an ordinary non-refundable label. Deposits and tuition advances must be credited against the account.

For ordinary voluntary cancellation, calculate tuition separately for each affected module at its agreed net price. The proposed default is the module price multiplied by scheduled teaching days elapsed from commencement to the effective date, divided by total scheduled teaching days for the module. Exclude periods before commencement and services AIFT failed to deliver. For online provision, document the scheduled learning period and services actually supplied or properly made available; account creation alone does not justify the entire annual fee.

Use an alternative allocation only where the delivery pattern warrants it, the basis was fairly disclosed and it is lawful and evidenced. Payments by instalment do not determine how much tuition has been earned. Do not charge twice for the same service or loss.

1.6.2 Reasonable cancellation charge

Outside a penalty-free route, a cancellation charge must be individually justified. Assess accrued liability, transaction value, goods retained and returned, intended duration, consumer losses or benefits, the reserved service, notice given, reasonable prospects of replacing the student and relevant industry practice. Deduct avoided costs and replacement income so that AIFT does not recover the same loss twice. The charge must not defeat the right to cancel.

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1.6.3 Goods third-party costs and credits

Assess devices, books, software and external charges against the disclosed agreement, actual supply, return rights and applicable law. Do not label an entire tuition payment as an irrevocable third-party cost. Explain any justified net cost, return credit or benefit adjustment. Refunded or recoverable supplier amounts must be credited. Do not deduct speculative future fees or unrelated disputed debt.

Refund = verified receipts and applicable credits minus lawful accrued tuition, any earned application fee, other lawful net charges and the justified cancellation charge. A negative result is an amount potentially outstanding, requiring a separate lawful statement; it is not a negative payment to the student.

1.6.4 Worked example for reviewers

Illustrative ordinary cancellation outside statutory cooling off: receipts of R20,000 less accrued tuition of R8,000, a lawfully earned R500 application fee, R1,000 for a retained item and an evidenced R600 cancellation charge produce a refund of R9,900. These figures are illustrative. They do not establish an approved fee tariff or override a penalty-free right.

1.7 Applications processing and payment

The following proposed service standards apply to ordinary claims. Statutory deadlines run from their statutory trigger and take precedence over all internal processing requirements.

Stage	Action and proposed service standard
Receive	Log the original notice; acknowledge within two business days with a reference, receipt date and provisional effective date.
Verify	Identify the legal route and necessary missing information within three business days. Check AIFT records where the payer lacks a receipt.
Decide	Issue an itemised calculation, reasons, effective date and appeal information within ten business days after essential calculation information is received.
Pay	Pay an ordinary verified refund within 15 business days after receipt of complete essential information, inclusive of the decision period; normally within five business days after approval. Earlier statutory deadlines prevail.
Close	Post the credit note and payment, update student records and billing, reconcile the bank entry and issue a final statement.

1.7.1 Supporting information

Request the student or application reference, affected programme and modules, notice date, payment references, payer identity and verified refund account details. Seek evidence of special relief only when relevant. Missing bank documents may delay safe payment verification but must not invalidate notice or restart its date. Escalate urgently where a statutory deadline is at risk; internal approval cannot extend it.

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1.7.2 Payment controls

Refund to the verified original payer or payment method where practicable. Any different beneficiary requires documented entitlement, authority and independent verification. Verify bank-detail changes through a trusted separate channel. Separate calculation, approval and payment release, and prohibit refunds into staff members' accounts. Pay undisputed verified amounts while a separate component is reviewed. Routine statutory refunds must not await a committee meeting.

1.7.3 Transfers and deferrals

An approved transfer must show the reconciled credit, new fees, academic consequences and any lawful disclosed charge before acceptance. Do not impose both a transfer fee and cancellation charge for the same action. A deferral requires written agreement on the new intake, carried credit, price changes and options if delivery does not proceed. Credits must not expire automatically at year-end; later cancellation remains subject to law and the governing agreement.

1.7.4 Student support

Offer counselling, payment-plan review and appropriate academic advice where useful. Students remain free to pursue cancellation. Academic records, cancellation status, access changes and financial balances must be coordinated without using administrative obstacles to defeat a valid right.

1.8 Review approvals and governance

1.8.1 Appeals and complaints

A student or entitled payer may seek an internal review within ten business days after the decision, stating the disputed amount, reasons and remedy requested. The Chief Executive Officer must appoint an impartial reviewer who did not make the initial decision. Accept late internal requests for good cause; this period does not limit statutory remedies.

Acknowledge an appeal within two business days and issue a reasoned decision within ten business days after receiving the appeal and necessary evidence. Explain exceptional delays and give a revised date without extending legal refund duties. Pause recovery of the genuinely disputed component during internal review; do not delay an undisputed refund or require a waiver of rights.

Explain relevant external channels, including provincial consumer protection authorities, the National Consumer Commission, an ombud with jurisdiction, DHET for regulatory concerns, and competent courts or tribunals. Internal procedures do not prevent lawful external recourse. Verify and publish current contacts before implementation.

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