

MASTERSTART INSTITUTE (PTY) LTD

Private Higher Education Institution

REFUND POLICY

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1. Purpose

This policy sets out the terms on which Masterstart Institute (Pty) Ltd ("Masterstart Institute") processes cancellations, substitutions, deferrals, credits, and refunds for enrolments. It is designed to balance fair treatment of Clients and learners with Masterstart Institute's academic planning, cohort scheduling, regulatory obligations, resource allocation, and operational sustainability.

It has been developed in alignment with the requirements of the Department of Higher Education and Training (DHET), the Council on Higher Education (CHE), and applicable provisions of the Consumer Protection Act 68 of 2008 (CPA).

2. Scope and Applicability

This policy applies to all programme fees paid for enrolment in Masterstart Institute qualifications and short learning programmes, including:

- a) Higher Certificate qualifications registered on the Higher Education Qualifications Sub-Framework (HEQSF) at NQF Level 5;
- b) Microcredential programmes comprising individual modules within a registered qualification;
- c) Credit Accumulation and Transfer (CAT) Top-Up Enrolments for learners converting from microcredential pathways to full qualification completion; and
- d) Programme Continuation Enrolments for learners who have completed fewer than 50% of required modules and wish to proceed toward full qualification.

The contracting party for all enrolments is the corporate client or sponsoring organisation (the "Client"). Individual learners do not hold a direct contractual relationship with Masterstart Institute for the purposes of this policy.

3. Definitions

Term	Definition
Programme Commencement Date	The date on which learners are granted access to learning materials and the learning management system for a given intake.
Cancellation	A written request by the Client to withdraw one or more learners, or to cancel an enrolment agreement in its entirety, prior to or after the Programme Commencement Date.
Cohort	A group of learners enrolled together for a specific programme and intake.
Programme Fee	The total fee invoiced to the Client for a given enrolment, as specified in the applicable enrolment agreement or service order.
Substitution	The replacement of an enrolled learner with another nominated learner from the same Client organisation.
Refund	Refunds are calculated on the net Programme Fee actually paid by the Client, excluding any discounts, rebates, credits, or amounts not received by Masterstart Institute. VAT will be treated in accordance with the Value-Added Tax Act 89 of 1991 and the original tax invoice / credit note treatment.

4. Cancellation and Refund Schedule

Refund entitlements are determined by the date on which Masterstart Institute receives a valid written cancellation notice from the Client, measured relative to the Programme Commencement Date. A cancellation request is valid only once received by Masterstart Institute from an authorised representative of the Client and containing sufficient information to identify the Client, learner, programme, intake, invoice or service order, and requested action. Cancellation timing is determined by the date and time at which Masterstart Institute receives the valid written cancellation notice, not the date on which the Client internally approved the cancellation. Masterstart Institute may retain a reasonable cancellation fee where a Client cancels an enrolment after Masterstart Institute has reserved academic, administrative, technological, or cohort capacity for the Client. The cancellation fee is determined with reference to the Programme Fee, the timing of cancellation, learner onboarding completed, LMS access granted, academic resources allocated, facilitator and assessor planning, cohort scheduling, and MSI's reasonable ability to reallocate the learner's reserved place before the Programme Commencement Date. The following schedule applies:

4.1 Full Qualification Enrolments

Cancellation Period	Refund	Retention
More than 30 calendar days before Programme Commencement Date	100% of Programme Fee	Nil

15 to 30 calendar days before Programme Commencement Date	80% of Programme Fee	20% cancellation fee
1 to 14 calendar days before Programme Commencement Date	60% of Programme Fee	40% cancellation fee
On or after Programme Commencement Date, within the first 14 calendar days	50% of Programme Fee	50% cancellation fee
More than 14 calendar days after Programme Commencement Date	Nil	100% of Programme Fee

4.2 Microcredential Enrolments

Cancellation Period	Refund	Retention
More than 14 calendar days before Programme Commencement Date	100% of Programme Fee	Nil
1 to 14 calendar days before Programme Commencement Date	60% of Programme Fee	40% cancellation fee
On or after Programme Commencement Date	Nil	100% of Programme Fee

4.3 CAT Top-Up and Programme Continuation Enrolments

Refund terms for CAT Top-Up Enrolment Fees and Programme Continuation Enrolment Fees follow the schedule set out in Section 4.1, with the Programme Commencement Date defined as the start date of the top-up or continuation programme (not the original microcredential enrolment date). Fees already paid and consumed for prior microcredential modules are non-refundable under any circumstances. CAT application, assessment, mapping, exemption, and top-up fees are distinct from the original microcredential enrolment fees. A refund of a CAT Top-Up or Programme Continuation Enrolment Fee does not reverse, refund, or invalidate fees paid for completed microcredentials, unless Masterstart Institute determines that an administrative error occurred. For CAT Top-Up Enrolments, the Programme Commencement Date is the date on which the learner receives access to the top-up pathway, bridging content, remaining modules, assessment requirements, or academic support for the continuation pathway.

5. Learner Substitution

As an alternative to cancellation, the Client may request a learner substitution at no additional charge, subject to the following conditions:

- e) The substitution request is submitted in writing to Masterstart Institute at least seven (7) calendar days before the Programme Commencement Date;
- f) The substitute learner meets all programme admission requirements;

- g) The substitute learner is an employee or nominee of the same Client organisation; and
- h) The substitution does not disrupt academic cohort integrity or scheduling.

Substitution requests received after the Programme Commencement Date will be considered on a case-by-case basis and may attract an administrative fee.

6. Deferral of Enrolment

A Client may request to defer a learner's enrolment to a subsequent intake, subject to the curriculum, fees, admission requirements, timetable, and programme rules applicable to the later intake, unless otherwise agreed in writing. Deferrals are permitted once per learner per enrolment and must be requested at least fourteen (14) calendar days before the Programme Commencement Date. A deferral administration fee of 10% of the applicable Programme Fee may apply. The deferred enrolment must commence within twelve (12) months of the original Programme Commencement Date, failing which the enrolment will be cancelled and the refund terms in Section 4 will apply based on the original cancellation request date.

7. Partial Cohort Withdrawal

Where a Client withdraws individual learners from a cohort (rather than cancelling the entire enrolment agreement), the refund schedule in Section 4 applies on a per-learner basis. However, if the withdrawal reduces the cohort below Masterstart Institute's minimum threshold of ten (10) learners, Masterstart Institute reserves the right to apply revised per-learner pricing to the remaining cohort, as specified in the applicable enrolment agreement.

Clients are encouraged to utilise the learner substitution provisions in Section 5 in preference to partial withdrawal where operationally feasible.

8. Refund Process

1. All cancellation and refund requests must be submitted in writing to hello@masterstartinstitute.ac.za by an authorised representative of the Client.
2. Masterstart Institute will acknowledge receipt of the request within five (5) business days.
3. Approved refunds will be processed within thirty (30) business days of the acknowledgement date.
4. Refunds will be made to the original payment method or bank account from which the Programme Fee was received. Masterstart Institute does not issue refunds to third parties. Refunds will only be paid into a verified bank account held in the same legal name as the Client to whom the original invoice was issued, unless Masterstart Institute approves an alternative arrangement in writing for valid administrative or legal reasons.
5. Where a dispute arises regarding the applicable refund amount, the matter will be escalated to Masterstart Institute's Academic Registrar for resolution.

6. Masterstart Institute may request bank confirmation, proof of account, board resolution, authorised signatory confirmation, or other verification before processing a refund.

9. Force Majeure and Institutional Cancellation

In the event that Masterstart Institute is unable to deliver a programme due to circumstances beyond its reasonable control (including, without limitation, natural disaster, pandemic, regulatory intervention, or failure to achieve minimum enrolment thresholds for a given intake), Masterstart Institute will offer the Client a full refund of the Programme Fee or, at the Client's election, a credit toward a future intake of equivalent value.

10. Exclusions

This policy does not apply to the following:

- i) Fees or charges arising from academic misconduct, disciplinary proceedings, or exclusion of a learner on academic and/or conduct grounds;
- j) Recognition of Prior Learning (RPL) assessment fees, which are non-refundable once the assessment process has commenced;
- k) Certification and graduation fees, where applicable; and
- l) Any supplementary charges for additional assessment opportunities, re-marking, or appeals.

11. Dispute Resolution

Any dispute arising from the application of this policy that cannot be resolved through internal escalation will be referred to mediation in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA). Refund disputes will first be escalated internally to the Academic Registrar and Finance Office. If unresolved within 15 business days, the parties must attempt executive-level resolution. If the dispute remains unresolved, either party may refer the matter to mediation. Arbitration applies only where the disputed amount exceeds a stated threshold of R250,000, or where the parties agree in writing. If mediation fails to resolve the dispute within thirty (30) calendar days, either party may refer the matter to arbitration under AFSA rules. The seat of arbitration will be the Republic of South Africa, and proceedings will be conducted in English.

Nothing in this clause restricts the right of any party to seek urgent interim relief from a court of competent jurisdiction.

12. Policy Review and Amendments

This policy will be reviewed annually by the Academic Board. Any amendments will apply only to enrolments commencing after the effective date of the amended policy. Existing enrolment agreements will be governed by the version of the policy in effect at the date the agreement was executed.

13. Governing Law

This policy is governed by the laws of the Republic of South Africa. All parties submit to the jurisdiction of the High Court of South Africa for any proceedings not subject to the dispute resolution provisions in Section 11.

Approved by:

_____ Name: Marc Cicatello Title: Head of Finance Date: 20 May 2026
