

Refunds Policy

1.1 This policy applies to the return of goods and/or services, bought from us, Champs Group (Pty) Limited (“Champs Africa”) by you (“the consumer”).

1.2 Champs Group does not provide refunds unless in accordance with the applicable legal provisions and instead offers the consumer with credit on his account to be used on any future service requirements as provided for by Champs Africa.

1.3 Champs Group reserves the right to determine the value of such credit. In the event that any work was commenced in accordance with the applicable service, Champs Group further reserves the right to withhold an amount of 25% (with a minimum of R250 if the agreement is cancelled within the first 6 months of requested service, and R500 if the agreement is cancelled within 24 months) of the total invoice from the value of such credit being provided.

1.4 You must ensure that you present your original tax invoice or other proof of purchase when returning services and/or goods.

1.5 Where the services and/or goods in question are not defective or where you do not have a statutory right to return goods, Champs Group may, in its sole and absolute discretion, elect to accept returns and replace the services and/or goods in question or refund the consumer. Where Champs Group does so, this is done so in good faith. It is not an admission of liability, nor should it be taken as an acknowledgment that the Champs Group will accept similar returns on the same basis in the future.

1.6 Champs Group is only bound to accept the return of services and/or goods when it is required to do so in terms of the relevant law, including in terms of the Consumer Protection Act 68 of 2008. In any other case, Champs Africa:

1.7. does so in its sole and absolute discretion in each instance; and

1.8 may, in its sole and absolute discretion, elect whether to replace the services and/or goods or refund the consumer.

1.9 Collection or acceptance of refunded/returned services and/or goods by Champs Africa, even where the consumer believes it has a statutory right to return goods, does not constitute acceptance of liability by the Champs Africa.

1.10 Where the consumer has a statutory right to return goods, the provisions set out in clauses below apply:

2 Returns for Unsafe or Defective Goods

2.1.1 If within 6 months of the delivery of goods to you, you find that the goods are faulty, not commercially acceptable or unsuitable for the purpose generally intended, you may contact us to arrange for the goods to be collected to ascertain if they are in fact unsafe and/or defective.

2.1.2 If:

2.1.2.1 the goods are unsafe and/or defective then, without paying a penalty fee and at the expense of Champs Africa, you may request, at your choice, that the goods be repaired or replaced or that you be given a refund;

2.1.2.2 the goods are not found to be unsafe and/or defective then you will be liable for the costs associated with collecting and inspecting the goods.

2.2 Champs Group reserves the right to send the returned goods for technical assessment prior to repairing, replacing or refunding them.

2.3 If you choose to repair the goods in question during the 6-month period contemplated above, such repairs will carry a further warranty of 3 months from the date of repair.

2.4 In the event of the goods being unsatisfactorily repaired or if any further failure or defect is discovered within 3 months from the date of repair, you will be entitled to request the Champs Group to either replace the goods or refund you the money paid for the goods.

2.5 In relation to the quality or durability of goods, please note that they will not be considered defective if:

2.5.1 the consumer has been expressly informed that particular goods were offered in a specific condition; and

2.5.2 the consumer has expressly agreed to accept the goods in that condition, or knowingly acted in a manner consistent with accepting the goods in that condition

2.6 Returns for goods and/or services purchased as a result of direct marketing

2.6.1 Champs Group will accept returns of services and/or goods purchased as a result of direct marketing by Champs Africa, provided that you notify the Champs Group of your intention to return the services and/or goods within 5 business days after the services and/or goods were delivered to you and you return the services and/or goods, at your risk and expense, to us within 10 business days from the date on which the goods were delivered to you.

Other returns.

2.7 Champs Group will accept returns:

2.7.1 where you were not given a reasonable opportunity to examine or inspect goods and/or services prior to delivery and you reject the goods and/or services on the basis that they are not of the type or quality reasonably contemplated or do not conform with the agreed specifications in the case of custom-made or special-order goods;

2.7.2 where goods and/or services that you ordered have been mixed with goods and/or services that you did not order (and in this case you may return all of the goods or only those that differ from what you ordered);

2.7.3 where the goods and/or services ordered are not suitable for their intended specified purpose (provided that the specified purpose was communicated to us and we agreed to supply the goods and/or services on that basis); and

2.7.4 provided that in all cases the goods are returned to us within 10 business days after delivery.

2.8 In all instances relating to the return of goods and/or services, Champs Group may impose a reasonable charge of an amount of 25% (with a minimum of R250 if the agreement is cancelled within the first 6 months of requested service, and R500 if the agreement is cancelled within 24 months) where:

2.8.1 the goods and/or services, are not in their original condition – i.e. damaged packaging, partially consumed and/or that are not in a saleable condition;

2.8.2 the goods and/or services, returned in boxes or packaging that have been re-marked, damaged or defaced in any way, including price stickers; or

2.8.3 documentation was received, or work started on a specific service;

2.8.4 The goods and/or services, have been depleted or consumed in excess of the amount reasonably necessary to determine that the goods were unacceptable.

3 Notwithstanding the provisions above, no returns will be accepted if:

3.1.1 the return is prohibited for public health reasons;

3.1.2 any other public regulation prohibits the return of the goods for whatever reason; 3.1.3 the goods and/or services, have been altered contrary to Champs Africa' or the manufacturer's instructions after leaving our control;

3.1.4 the goods and/or services, have been partially or entirely disassembled; or

3.1.5 the goods and/or services, have been permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods

Notwithstanding the above, kindly note that all refunds will be processed within 30 days from receiving the required documentation from the Client.

- END OF REFUNDS POLICY -