LUYT CONSULTING (PTY) LTD – TERMS, CONDITIONS AND POLICIES

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Enterprise Number: K2026073466
Business Registration Number: 2026 / 073466 / 07
VAT Status: Not registered for VAT

By accessing this website and/or using any services provided by Luyt Consulting (PTY) LTD ("the Company", "we", "us", or "our"), you acknowledge that you have read, understood, and agree to be bound by these Terms, Conditions and Policies in full.

Continued use of services constitutes acceptance of the most current version. It remains the full responsibility of any client utilizing the services of Luyt Consulting (PTY) LTD to ensure that they have read, understood, and accepted these Terms, Conditions and Policies prior to engaging the Company. Engagement of the Company for any service shall constitute confirmation of such acceptance.

Any notice required under this agreement may be delivered by email, WhatsApp, SMS, courier, or hand delivery to the contact details provided by the client. Notices sent electronically shall be deemed received on the date of transmission unless proven otherwise.

1. REFUND POLICY

1.1 Digital & IT Services

In accordance with the Consumer Protection Act, 68 of 2008 ("CPA"), refunds are not available once work has commenced or services have been activated, unless:

- The service was not delivered as expressly agreed in a written contract or scope of work; or
- Payment was made in error, including duplicate payments.

Where services are canceled before commencement, any payments made will be refunded in full, less any reasonable administrative costs permitted by the CPA.

1.2 Physical Products & Software Sales

- Full payment is required upfront before delivery, configuration, or activation.
- Hardware returns are accepted only if:
  - Returned within 7 (seven) calendar days of delivery.
  - In original packaging.
  - Unused and in original condition.

Returns may be subject to a reasonable handling or restocking fee as permitted by the CPA.

- Software licenses, digital downloads, and activation keys are non-refundable once issued or activated, in accordance with CPA regulations relating to digital content.

1.3 Refund Requests

All refund requests must be submitted in writing to support@luytconsulting.co.za and must include:

- Client name and contact details.
- Proof of payment.
- Reason for the refund request.

Approved refunds will be processed within 7 (seven) business days to the original payment method, subject to banking processing times.

2. CANCELLATION POLICY

2.1 IT, Hosting, Email & Managed Services

• Before service commencement: Full refund of any upfront payment.
• After service commencement: Charges apply for all work completed or services rendered up to the cancellation date.
• Recurring or monthly services require a minimum of 30 (thirty) days' written notice to cancel.

This policy complies with Section 14 of the CPA relating to fixed-term and ongoing agreements.

2.2 Events, Training, or Webinars

• Cancellation more than 7 (seven) days prior to the event: Full refund
• Cancellation within 7 (seven) days of the event: 50% refund
• No-shows or failure to attend: No refund

2.3 Cancellation Method

All cancellations must be submitted in writing to support@luytconsulting.co.za. Verbal cancellations will not be accepted.

3. PRIVACY POLICY (POPIA COMPLIANCE)

3.1 Information We Collect

In accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA"), we may collect and process the following personal information:

• Names and contact details.
• Company, billing, and account information.
• Payment and transaction details.
• Technical, usage, and communication data.

3.2 Purpose of Processing

Personal information is collected and processed lawfully and transparently for the following purposes:

• Provision and administration of services
• Billing, invoicing, and payment processing
• Customer communication and service notifications
• Compliance with legal and regulatory obligations

3.3 Data Protection, Storage & Disclosure

All personal information is stored securely and protected against unauthorized access, loss, or misuse.

Personal information will only be shared with:

• Essential third-party service providers required to deliver services; or
• Regulatory authorities where legally required.

We do not sell or unlawfully disclose personal information to third parties.

3.4 Data Subject Rights

In terms of POPIA, data subjects have the right to:

• Request access to their personal information.
• Request correction or updating of inaccurate or incomplete information.
• Request deletion of personal information, subject to legal retention requirements.

Privacy-related requests or complaints may be submitted to support@luytconsulting.co.za.

4. TERMS & CONDITIONS

4.1 Services

Luyt Consulting (PTY) LTD provides IT services, managed services, hosting, email services, digital solutions, and related products as agreed in writing. The Company reserves the right to refuse, suspend, or terminate services on 14 (fourteen) days' written notice, or immediately where required by law or where a material breach of these Terms has occurred. All work completed and services rendered up to the termination date remain payable.

4.2 Payments

• All invoices are due and payable immediately upon receipt unless otherwise agreed in writing.
• Hosting invoices are issued on the 25th of each month.
• Hardware and software require full upfront payment.
• All prices are exclusive of VAT. As the Company is not VAT registered, VAT is not charged.

4.2.1 Payment Disputes

Any invoice disputes must be submitted in writing within 5 (five) business days of receipt. Undisputed portions remain immediately payable.

4.2.2 No Withholding or Set-Off

Clients may not withhold or set off any amounts unless finally determined by a court of law or expressly agreed to in writing by the Company.

4.2.3 Late Payment

• Late or non-payment may result in immediate service suspension.
• An immediate late payment charge of 2.5% applies to overdue amounts.
• Interest at 2.5% per month is charged on all overdue balances thereafter.

4.2.4 Accounts Outstanding

• **60 days overdue**: Services will remain suspended. The account may be handed over for debt collection by Luyt Consulting PTY LTD. All legal, collection, and recovery costs incurred shall become immediately payable by the client.

• **90 days overdue**: Services will remain suspended. Legal action may be instituted by Luyt Consulting PTY LTD. Any further action shall be determined by the appointed legal representatives. All legal, collection, and recovery costs incurred shall remain immediately payable by the client.

• **120 days overdue**: Services may be permanently terminated and all associated data may be permanently deleted, subject to any applicable legal or regulatory data-retention obligations. All legal, collection, and recovery costs incurred shall remain immediately payable by the client. The client waives any claim against Luyt Consulting PTY LTD for any loss, damages, or data loss arising from service suspension, termination, or data

deletion resulting from non-payment.

4.2.5 Service Suspension & Administrative Fee

Where services are suspended due to late payment, non-payment, or breach of these Terms, a reasonable administrative reinstatement fee of R250 becomes immediately payable.

4.2.6 Failed Payments

Clients remain responsible for ensuring successful payment of debit orders or scheduled payments. Failed or reversed payments may result in service suspension and applicable administrative fees.

4.2.7 Overpayments

Overpayments will be credited to the client's account for future services or refunded upon written request within 14 (fourteen) days. The Company is not responsible for bank or transaction fees associated with refunds.

4.2.8 Business vs Consumer Clients

Where the CPA or National Credit Act applies, all statutory consumer rights and procedures will be observed. Where services are provided on a strict business-to-business basis, these Terms apply to the fullest extent permitted by law.

4.2.9 Active Accounts Deemed "In Use" and Billable

Any email account, mailbox, domain, hosting instance, or related service provisioned by the Company shall be deemed "active" and "in use" unless the client has provided formal written cancellation in accordance with the Company's Cancellation Policy.

The following conditions apply:

• Services that remain provisioned, accessible, or capable of use—regardless of actual usage—will be considered active and fully billable.
• The absence of client activity, login, or utilization does not constitute cancellation or suspension of billing.
• Where no written cancellation notice has been received, all associated services (including but not limited to email accounts, domains, and hosting services) will continue to be invoiced as active services.
• It is the client's responsibility to request the termination, suspension, or modification of any services in writing.

Failure to provide written notice of cancellation shall result in continued billing, and such services will be treated as accepted and in use by the client.

4.2.10 Domain Registration, Renewal & Non-Payment

All domain names registered, renewed, or managed by the Company on behalf of a client remain subject to registry rules, third-party provider policies, and strict renewal timelines.

The following conditions apply:

• **Client Responsibility for Renewal**

It is the client's sole responsibility to ensure that domain renewal invoices are paid in full prior to the renewal date. The Company will make reasonable efforts to issue renewal notices; however, failure to receive such notice does not relieve the client of their obligation to renew.

• **Non-Payment & Expiry**

Where payment for a domain renewal is not received by the due date, the domain may expire, be suspended, or become unavailable. The Company accepts no liability for any loss of the domain, business interruption, loss of email, or any damages arising from such expiry.

• **Grace & Redemption Periods**

Expired domains may enter a grace or redemption period as determined by the relevant registry. Recovery of a domain during this period is not guaranteed and may be subject to substantial additional fees payable by the client.

• **Release or Third-Party Registration**

Once a domain has expired and passed any applicable recovery period, it may be released to the public and registered by third parties. The Company shall not be held liable for any inability to recover such domains.

• **No Obligation to Auto-Renew**

Unless expressly agreed in writing, the Company is under no obligation to automatically renew any domain on behalf of the client.

• **Suspension of Related Services**

Failure to renew a domain may result in the immediate suspension or termination of associated services, including but not limited to website hosting and email services, without further notice.

• **Indemnity**

The client indemnifies and holds the Company harmless against any claims, damages, or losses arising from domain expiry, non-renewal, or failure to act on renewal notices.

• **Discretionary Renewal by the Company**

The Company reserves the right, but not the obligation, to renew a domain on the client’s behalf to prevent service interruption, and to invoice the client accordingly.

4.2.11 Backup & Data Retention Policy

While the Company may implement backup systems and data protection measures as part of certain services, the following conditions apply:

• **No Guarantee of Backups**

Unless expressly agreed in writing, the Company does not guarantee the existence, accuracy, completeness, or availability of any backups.

• **Client Responsibility**

Clients remain solely responsible for maintaining their own independent, secure, and up-to-date backups of all data.

• **Backup Scope & Limitations**

Backups may be limited in frequency, retention, and recoverability, and may fail or become corrupted.

• **Data Retention Periods**

The Company may define and modify retention periods at its discretion.

• **Service Suspension, Termination & Deletion**

The Company may restrict access or permanently delete data upon suspension or termination.

• **Data Recovery Requests**

Restoration may not be possible and may incur additional fees.

• **Indemnity**

The client indemnifies the Company against any data loss or backup failure.

4.2.12 Fair Usage & Resource Abuse Policy

Clients must use services reasonably and lawfully. Excessive or harmful usage may result in throttling, suspension, or termination without notice. Prohibited activities include spam, malware distribution, cyberattacks, and actions causing blacklisting.
Clients are responsible for all activity on their accounts.

4.2.13 Acceptable Use Policy (AUP)

All services must be used lawfully and responsibly. Prohibited actions include illegal content, IP infringement, harassment, unauthorized access, spam, phishing, and network abuse. The Company may suspend or terminate services and report violations. Clients are fully responsible for account activity and indemnify the Company.

4.2.14 Service Level Disclaimer (No Uptime Guarantee)

Services are provided on a best-effort basis with no guaranteed uptime unless agreed in writing. The Company is not liable for downtime caused by maintenance, third parties, or external factors. No compensation or credits apply.

4.2.15 Jurisdiction, Legal Costs & Recovery

All disputes fall under South African courts. The client agrees to pay legal costs on an attorney-and-client scale, including collection and tracing fees. The client consents to Magistrate’s Court jurisdiction.

4.2.16 Limitation of Liability Cap

The Company’s total liability is limited to fees paid in the previous 3 months. No liability for indirect losses such as lost profits or data.

4.2.17 Force Majeure

The Company is not liable for delays or failures caused by events beyond its control (e.g., load shedding, outages, disasters). Obligations are suspended during such events.

4.2.18 Onboarding, Provisioning & Commencement of Billing

Billing starts when services are provisioned, regardless of usage. Client delays do not delay billing. Lack of complaint implies acceptance of service.

4.3 Acceptance of Terms

Clients acknowledge responsibility to read and accept these Terms.

4.4 Limitation of Liability

The Company is not liable for indirect or consequential damages. Clients must maintain their own backups.

4.5 Governing Law

These Terms are governed by South African law.

4.6 Severability & Amendments

Invalid provisions are severable. Continued use constitutes acceptance of updates.

5. CONTACT DETAILS

Luyt Consulting (PTY) LTD
Enterprise Number: K2026073466
Business Registration Number: 2026 / 073466 / 07
Email: support@luytconsulting.co.za
Contact number: +2768 623 2583