

Last updated: 3 October 2026
Revision 0

Mathubeko provides professional tender pricing, construction estimating, BOQ pricing, consulting and tender support services. This policy explains how cancellations and refunds are handled.

1. Scope and commencement of work

This policy applies to once-off tender pricing packages, custom tender support, hourly consulting and monthly estimating retainers.

The agreed quotation or service agreement will specify the scope, fees, deliverables and completion date. Work begins once the required payment, documents and instruction to proceed have been received, subject to any applicable cooling-off rights.

Work may include reviewing tender documents, assessing the scope, obtaining supplier quotations, developing rates, pricing the BOQ, checking calculations and preparing submission documents. Work can therefore commence before a draft is delivered.

2. How to request cancellation

Please email info@mathubeko.co.za with:

- Your name and company name.
- The tender or project reference.
- Your quotation or invoice number.
- Your request to cancel and, where relevant, the reason.

Cancellation takes effect when we receive your notice. We will stop further work as soon as reasonably possible and confirm the work completed and any refund or outstanding fees.

3. Cancellation before work begins

If you cancel a once-off service before work begins, we will refund your payment in full.

If we have incurred a third-party expense specifically authorised by you, a reasonable, documented deduction may apply where permitted by law. No deduction will apply where you are legally entitled to a full refund.

4. Cancellation after work begins

If you cancel after work has started, we may deduct a reasonable amount for services already performed and authorised third-party expenses that cannot be recovered.

For fixed-fee packages, this amount will reflect the work completed against the agreed scope. For hourly services, it will reflect the time spent at the agreed rate.

We will provide an explanation of any deductions. We will not automatically retain the full payment or charge twice for the same work or expense. Any remaining balance will be refunded.

Except where additional services were separately authorised, deductions will not exceed the agreed service fee.

5. Completed services and tender outcomes

Once the agreed service has been properly completed, a refund will not ordinarily be available simply because:

- You decide not to submit the tender.
- The tender is cancelled, postponed or awarded to another bidder.
- Your bid is unsuccessful.
- Your commercial strategy or preferred tender price changes.

Our fees cover the professional work performed. Tender pricing and support do not guarantee a tender award or a particular project profit.

This clause does not affect your rights where our service is defective, incomplete or otherwise fails to meet the agreed requirements or applicable legal standards.

6. Errors, service concerns and missed deadlines

Please notify us promptly if you identify an error, omission or discrepancy in our work. Include the relevant BOQ item, calculation or document so that we can investigate.

Errors attributable to Mathubeko within the agreed scope will be corrected without an additional fee. Where applicable law entitles you to choose between a remedy and a reasonable refund, that choice remains yours.

If we cannot meet an agreed completion date, we will notify you promptly. If a delay attributable to Mathubeko makes the service unusable for the agreed tender deadline, we will assess an appropriate refund, which may include a full refund depending on the extent of the failure.

7. Client documents and changes to scope

Clients must provide complete, accurate and legible documents, including relevant drawings, specifications, BOQs, addenda and closing dates.

Late documents, revised quantities, new addenda or changes to instructions may affect the fee and completion date. We will explain any additional charges and obtain approval before undertaking additional work.

Corrections to our own errors are not treated as additional scope.

8. Tender cancellation, postponement and urgent work

If a tender is cancelled or postponed, notify us as soon as possible. Refunds will be assessed according to the work already performed.

At your request, we may agree in writing to pause the assignment or apply an unused balance to another tender.

Urgent work follows the same cancellation principles. An urgency fee will not automatically be retained in full; any retention must reasonably reflect urgent services or commitments already provided and be permitted by law.

9. Consulting appointments

Please give at least 24 hours' notice if you need to cancel or reschedule a consulting appointment.

For late cancellations or missed appointments, a reasonable charge may apply, taking account of preparation already completed, the notice given and whether the reserved time could be reallocated.

Any charge will be explained and will remain subject to applicable consumer rights.

10. Monthly estimating retainers

Retainer quotations or agreements will state the contract duration, renewal arrangements, monthly capacity and cancellation terms before acceptance.

For a month-to-month retainer, please provide one calendar month's written notice to cancel. Any shorter cancellation right provided by law will take precedence.

Where a fixed-term retainer falls within section 14 of the Consumer Protection Act, the client may cancel on 20 business days' recorded notice, subject to a reasonable cancellation charge where permitted.

Unused hours do not automatically establish a refund entitlement where the agreed fee covers reserved estimating capacity. Any expiry or rollover arrangement must be disclosed before acceptance. Refunds remain available where required by law or where Mathubeko has failed to provide the agreed service or capacity.

11. Cancellation by Mathubeko

If we cannot undertake an assignment, we will notify you and refund payments for services not supplied.

If cancellation results from our own inability to deliver, we will not impose a client cancellation charge. Any completed work will be assessed fairly, including whether it remains useful for its agreed purpose.

12. Refund processing

We aim to assess refund requests within five business days of receiving the necessary information and process agreed refunds within 10 business days of confirming the amount.

Refunds will ordinarily be made through the original payment method or to a verified account belonging to the original payer.

We will comply with any applicable statutory refund deadline. Internal approval procedures will not extend that deadline.

13. Cooling-off and statutory rights

Where the Electronic Communications and Transactions Act applies, qualifying online service transactions may be cancelled without reason or penalty within seven days of concluding the agreement.

That cooling-off right may not apply where services have actually begun with your consent before the seven-day period expires. For urgent assignments, we will obtain an express instruction to begin early.

Where the Consumer Protection Act's direct-marketing cooling-off provisions apply, qualifying transactions may be cancelled within five business days, subject to the Act.

Nothing in this policy excludes or limits rights under applicable South African law. Statutory rights take precedence over conflicting policy or quotation terms.

14. Contact and disputes

For cancellations, refunds or service concerns, contact:

Email: info@mathubeko.co.za

Telephone: +27 68 174 0728

Website: <https://mathubeko.co.za>

Changes to this policy apply to future bookings and will not retrospectively reduce rights under an existing agreement.