

Terms of Business

Effective date [1 JUNE 2025] · Version 1.1

These Terms of Business (the “Terms”) govern all services provided by Illumin-Ed (Pty) Ltd (“Illumin-Ed”, “we”, “us”, or “our”) to clients and, where applicable, to the parents or legal guardians of minor clients (“you” or “the Client”). By engaging Illumin-Ed — whether by signing a service agreement, making payment, or participating in a session — you confirm that you have read, understood, and accepted these Terms.

1 About This Document

These Terms are governed by the laws of the Republic of South Africa, including the Consumer Protection Act 68 of 2008 (CPA) and the Protection of Personal Information Act 4 of 2013 (POPIA).

2 Services

Illumin-Ed provides professional educational, developmental, and human-capacity services. The specific nature of services provided to each client will be described in a separate service proposal, intake form, or written confirmation at the point of engagement.

Services may be delivered in-person in Cape Town, online via video call, or in a hybrid format, as agreed between the parties. All services are provided in English unless otherwise agreed.

Illumin-Ed reserves the right to determine the most appropriate methodology, structure, and pacing for the delivery of services, within the scope agreed with the Client.

3 Scope and Limitations of Practice

Illumin-Ed's services are educational and developmental in nature. They are not a substitute for, and do not constitute, clinical psychology, psychiatry, psychotherapy, occupational therapy, or any other healthcare practice regulated by the HPCSA.

Where a Client's needs fall outside Illumin-Ed's scope of practice, we will communicate this clearly and, where appropriate, refer the Client to a suitably qualified professional.

Illumin-Ed does not diagnose, treat, or manage any medical or psychiatric condition. Clients presenting with or disclosing significant mental health concerns will be supported to access appropriate professional care.

4 Engagement and Commencement

An engagement commences once both parties have agreed on the scope of services and the Client has made the required payment or has signed a service agreement, whichever occurs first.

For engagements involving a minor, the parent or legal guardian is the contracting party and assumes full responsibility for compliance with these Terms.

Illumin-Ed may at its sole discretion decline to accept or continue an engagement where it determines that the services requested are not appropriate or that the working relationship is not viable.

5 Fees and Payment

5.1 FEE STRUCTURE

Fees are agreed at the point of engagement and will be set out in writing. Illumin-Ed offers services on a per-session, package, or monthly retainer basis, as applicable. All fees are quoted in South African Rand (ZAR) and are inclusive of VAT where applicable.

5.2 PAYMENT TERMS

The following payment terms apply depending on the agreed fee structure:

- Per-session fees are due in full prior to each session unless otherwise agreed in writing.
- Package fees are due in full at the commencement of the package period unless a payment plan has been agreed in writing.
- Monthly retainer fees are due on or before the first business day of each calendar month.

5.3 LATE PAYMENT

Illumin-Ed reserves the right to suspend services where payment is outstanding for more than five (5) business days beyond the due date. Illumin-Ed will provide written notice before suspending services. Outstanding amounts accrue interest at the applicable legal rate in South Africa from the due date.

5.4 FEE ADJUSTMENTS

Illumin-Ed may revise its fees on written notice of no less than thirty (30) days. Revised fees will not apply to services already paid for under a package or retainer arrangement within the current billing period.

6 Cancellation and Rescheduling

6.1 CLIENT CANCELLATIONS

The Client may cancel or reschedule a session without charge provided that written notice is given at least 24 hours before the scheduled start time. Cancellations received less than 24 hours before a session will be charged in full.

Written notice may be given by email or WhatsApp message to the contact details provided at the point of engagement.

6.2 NO-SHOWS

Where a Client fails to attend a scheduled session without notice, the full session fee is payable. No-show sessions will not be rescheduled without payment of the outstanding fee.

6.3 ILLUMIN-ED CANCELLATIONS

In the event that Illumin-Ed must cancel a scheduled session, we will provide as much notice as reasonably practicable and will offer to reschedule at a mutually convenient time. Where rescheduling is not possible, any pre-paid session fees will be refunded or credited.

6.4 PACKAGE EXPIRY

Session packages are valid for the period specified at the point of purchase. Sessions not used within this period are forfeited unless an extension has been agreed in writing prior to expiry.

7 Confidentiality

Illumin-Ed treats all information shared by Clients in the course of an engagement as strictly confidential. We will not disclose confidential information to any third party without the Client's prior written consent, except as required by law or by the duty to protect the Client or another person from serious harm.

Where the Client is a minor, parents or guardians will be provided with progress updates and relevant information as agreed at the outset. The confidential nature of the working relationship with the minor will be explained and respected to the greatest extent possible.

Illumin-Ed practitioners are bound by applicable professional and ethical obligations regarding confidentiality, including mandatory reporting duties where these exist.

8 Protection of Personal Information

Illumin-Ed collects and processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA). Personal information is collected only for legitimate purposes related to the provision of services, is stored securely, and is not shared with third parties except as described in these Terms or as required by law.

Clients have the right to access, correct, or request deletion of their personal information. Requests may be directed to Illumin-Ed's Information Officer at the contact details set out below.

By engaging Illumin-Ed, you consent to the collection and processing of personal information as described in our Privacy Policy, which is available on our website.

9 Intellectual Property

All materials, frameworks, tools, assessments, and content developed and provided by Illumin-Ed, including but not limited to written documents, worksheets, session recordings, and methodological frameworks, remain the intellectual property of Illumin-Ed.

Clients may use materials provided to them for personal and non-commercial purposes only. Materials may not be reproduced, distributed, or used for commercial purposes without Illumin-Ed's prior written consent.

10 Limitation of Liability

Illumin-Ed will deliver its services with reasonable care and skill. However, we do not guarantee specific outcomes. Educational and developmental progress depends on a range of factors, including but not limited to the Client's engagement, effort, and individual circumstances.

To the maximum extent permitted by applicable law, Illumin-Ed's aggregate liability to the Client for any claim arising out of or in connection with these Terms or the services shall not exceed the total fees paid by the Client in the three (3) months preceding the claim.

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law, including rights conferred by the Consumer Protection Act 68 of 2008.

11 Termination

Either party may terminate an ongoing engagement by giving written notice of no less than fourteen (14) days. In the event of termination by the Client, fees for

sessions already delivered are non-refundable. Unused pre-paid sessions will be refunded on a pro-rata basis, less any applicable cancellation fees.

Illumin-Ed may terminate an engagement with immediate effect in the event of a material breach of these Terms, including non-payment, abusive or threatening conduct, or conduct that makes the continuation of the engagement professionally untenable.

12 Dispute Resolution

In the event of a dispute arising out of or in connection with these Terms or the services, the parties agree to attempt to resolve the matter in good faith through direct negotiation before initiating any formal proceedings.

If the dispute cannot be resolved by negotiation within twenty (20) business days, either party may refer the matter to mediation administered by the Arbitration Foundation of Southern Africa (AFSA) or a mutually agreed mediator.

Nothing in this clause prevents either party from seeking urgent interdict or other urgent relief from a court of competent jurisdiction situated in Cape Town, South Africa.

13 General

Governing Law. These Terms are governed by and construed in accordance with the laws of the Republic of South Africa. The parties consent to the jurisdiction of the Western Cape High Court, Cape Town, for the resolution of any disputes.

Entire Agreement. These Terms, together with any written service agreement or proposal provided to the Client, constitute the entire agreement between the parties and supersede all prior representations, understandings, and agreements relating to the subject matter.

Amendments. Illumin-Ed may update these Terms from time to time. Clients will be notified of material changes in writing. Continued engagement following notice of an amendment constitutes acceptance of the revised Terms.

Severability. If any provision of these Terms is found to be unenforceable, the remaining provisions continue in full force and effect.

Waiver. Failure by either party to enforce any provision of these Terms does not constitute a waiver of that party's right to enforce it at a later time.

14 Contact Details

For any queries relating to these Terms, payment, or the protection of personal information, please contact:

PRACTICE	Illumin-Ed (Pty) Ltd
EMAIL	info@illum-in-ed.net
ADDRESS	Cape Town, South Africa
INFORMATION OFFICER	Micaelan Halse

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