
BOCO

Refund and Dispute Resolution Policy

Consumer Protection Act 68 of 2008 | POPIA | SA Law

1. Introduction and Consumer Rights

BOCO is committed to fair, transparent and efficient resolution of refund requests and disputes. This Policy sets out the rights and obligations of clients and coaches in connection with cancellations, refunds and disputes arising from bookings made through the BOCO Platform.

This Policy is subject to the Consumer Protection Act 68 of 2008 (CPA). Nothing in this Policy limits or overrides any right conferred on consumers by the CPA. Where any provision of this Policy is inconsistent with the CPA, the CPA prevails. Your statutory rights as a consumer are always preserved.

2. Client Cancellations and Refunds

2.1.1 Cancellation by the Client (Advance Notice Given)

Clients may cancel a confirmed booking and receive a full refund under the following conditions:

Cancellation Notice	Refund	Timeframe
More than 24 hours before session	100% full refund	Within 10 business days
Less than 24 hours before session	42% refund (50% minus 8% platform fee)	Within 10 business days
No-show (Client fails to join session 15 minutes of start time)	No refund	Coach retains session fee

2.1.2 Reschedule (Advance Notice Given)

- **Clients** may reschedule a booking if done with more than 24 hours' notice. The rescheduling option is available on the BOCO platform.
- **Coaches** can only cancel a booking. The client will receive a full refund and the Client will then be required to place a new booking through the platform.

2.1.3 Consequences for Clients

- If a Client cancels or reschedules more than 3 sessions in a 6-week period: Profile temporarily suspended pending review.
- If a Client cancels or reschedules a session within a 6-week period following reinstatement following a review: Termination of Client Agreement.

2.2 CPA Cooling-Off Rights (Electronic Bookings)

In terms of Section 44 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), a Client who is a natural person is entitled to cancel any electronic transaction for services, without providing a reason and without incurring a contract penalty, within 7 (seven) calendar days calculated from the date on which the Booking confirmation was formally issued by the Platform.

In accordance with Section 42(2)(d) of ECTA, the 7-day cooling-off period does not apply to any Booking where the performance of the coaching services begins with the Client's explicit consent prior to the expiration of the 7-day window.

By selecting, confirming, and paying for a Session that is scheduled to take place within 7 (seven) calendar days of the booking date, the **Client explicitly waives their statutory ECTA cooling-off right**. Any subsequent cancellation of such close-dated Bookings will be governed strictly by the standard marketplace cancellation fees outlined in Section 7.5.

To legitimately exercise a cooling-off right for an eligible far-dated Booking (where the underlying Session is scheduled outside the 7-day window), the Client must submit a clear, written notice of cancellation to support@myboco.app within 7 (seven) calendar days of making the booking.

Where a valid ECTA cancellation notice is received, BOCO will process a full refund of the processed Session Fee directly to the Client's original payment method within 30 (thirty) calendar days of receiving the cancellation notice, as prescribed by Section 44(3) of ECTA. No administrative or transaction cancellation fees, including Platform Fees will be levied for valid, statutory cooling-off cancellations.

2.3 Refund Method

Refunds are processed to the original payment method used at the time of booking. BOCO does not issue cash refunds. Processing times depend on the Client's bank and payment provider, and may take 1-5 business days to reflect, once payment has been dispatched, depending on the Client's bank.

3. Coach Cancellations

BOCO takes Coach cancellations seriously, as they directly harm the Client experience and undermine trust in the Platform.

3.1 Coach Cancellation Rules

- Coaches must provide at least 24 hours' notice before cancelling a confirmed session.
- Where a Coach cancels, the Client is entitled to a full refund.
- If the Coach is a 'no-show', the Client is entitled to a full refund.

3.2 Reschedule (Advance Notice Given)

- Coaches can only cancel a booking that a Coach is unable to reschedule via the BOCO platform. The Client will receive a full refund and the Client will then be required to place a new booking through the Platform.

3.3 Consequences for Coaches

- If a Coach cancels with less than 24 hours' notice, a written warning will be issued by BOCO.
- If a Coach cancels or reschedules more than 3 sessions in a 6-week period: Profile temporarily suspended pending review.
- If a Coach cancels or reschedules a session within a 6-week period following reinstatement following a review: Termination of Coach Agreement.

4. Session Quality Disputes

A session quality dispute arises when a Client is dissatisfied with a completed session and believes they did not receive the service they paid for. This section governs how BOCO handles these situations.

4.1 Grounds for a Quality Dispute

A Client may raise a quality dispute if:

- The Coach did not appear for the session and did not notify the Client;
- The session was materially different from what was described in the Coach's profile;
- The Coach behaved unprofessionally, unethically or in violation of BOCO's Terms; or
- The session was ended significantly early by the Coach without justification or mutual agreement.

Dissatisfaction with the coaching style or approach alone, without evidence of a material failure, does not automatically entitle the Client to a refund. Coaching outcomes are inherently personal and cannot be guaranteed.

4.2 How to Raise a Dispute

Clients must raise disputes within 10 business days of the session date. Disputes must be submitted to BOCO at support@myboco.app with the subject line: "Session Dispute – [Booking Reference] – [Date]". The submission must include:

- Booking reference number
- Date and time of the session
- Name of the coach
- Description of the issue
- Any supporting evidence (screenshots, written communications, etc.)

Disputes missing any of the above information will not be considered.

5. BOCO's Dispute Resolution Process

Step 1: Acknowledgement (within 1 business day)

1. BOCO acknowledges receipt of the dispute and assigns a reference number.
2. The Coach's payout for the disputed session is placed on hold pending resolution.
3. Both parties are notified of the process and expected timeline.

Step 2: Investigation (within 5 business days)

4. BOCO reviews the booking record, session details and any evidence submitted.
5. BOCO contacts the Coach for their response and supporting information.
6. BOCO acts as a neutral mediator. Neither party's account alone is determinative.
7. BOCO may request additional information from either party.

Step 3: Decision (within 10 business days of initial submission)

8. BOCO will issue a written decision to both parties. The possible outcomes are:
 - **Full refund to Client:** Session fee returned in full; Coach payout for the session is forfeited.
 - **Partial refund:** A portion of the session fee is refunded; remainder is paid to the Coach.
 - **No refund:** The dispute is not upheld; payout is released to the Coach.
 - **Escalation:** Complex or unresolved disputes are escalated (see Section 6).

Step 4: Implementation (within 3 business days of decision)

9. Refunds are processed to the Client's original payment method.
10. Coach payouts are released or forfeited in accordance with the decision.
11. Both parties receive written confirmation.

6. Escalation and External Remedies

6.1 Escalation Within BOCO

If either party is dissatisfied with BOCO's decision, they may request an escalation review by emailing hello@myboco.app with the subject "Dispute Escalation – [Reference Number]". Escalations will be reviewed by a senior BOCO team member within 5 business days.

6.2 External Remedies (Statutory Rights)

BOCO's internal dispute resolution process does not limit or override the statutory rights of users. Users retain the right to seek external remedies, including:

- National Consumer Commission (NCC): www.thencc.org.za | 012 428 7000 | ncc@thedti.gov.za
- National Consumer Tribunal (NCT): www.thenct.org.za
- Consumer courts: Available in each province
- Small Claims Court: For claims up to R20,000 (no legal representation required)

7. Fraud and Chargebacks

If a Client initiates a chargeback or payment reversal through their bank or card provider, BOCO will provide all available booking records and evidence to the payment processor. Where a chargeback is found to be fraudulent or abusive, BOCO reserves the right to suspend or terminate the Client's account.

Coaches must not encourage Clients to pay outside the Platform. Off-platform payments are not protected by this Policy and are a breach of the Terms and Conditions.

8. POPIA and Data in Disputes

All personal information collected and processed in connection with a dispute (including correspondence, session records and identity information) is handled in accordance with BOCO's Privacy Policy and POPIA. Dispute records are retained for 3 years from the date of resolution.

9. Contact Details

For refund requests and dispute submissions:

- **Email:** support@myboco.app
- **Subject line format:** "Refund Request – [Booking Ref]" or "Session Dispute – [Booking Ref]"
- **Response commitment:** Acknowledgement within 1 business day; resolution within 10 business days.