
Terms and Conditions

MADI Agency (Pty) Ltd

Last updated: 1st July 2026

These Terms and Conditions ("Terms") govern the use of the website **www.madi-agency.net** (the "Site") and the purchase of services and digital products from MADI Agency (Pty) Ltd ("MADI Agency", "we", "us", "our"), a South African company based in Bryanston, Gauteng. By booking a service, purchasing a digital product, or otherwise using the Site, you ("client", "you") agree to be bound by these Terms.

Please also refer to our Privacy Policy for information on how we collect and process personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA).

1. Who We Are and What We Offer

MADI Agency is a regulatory affairs and quality management consultancy specialising in the South African medical device sector. Through the Site, we offer:

1.1 Booking-based services (scheduled via the Site's booking calendar), including:

- **One Hour Discovery Call** — a paid introductory consultation to understand your organisation, activities, and products
- **ISO 13485:2016 Awareness Course** — a half-day (4-hour) awareness training session
- **QMS Automation using Microsoft 365 Tools** — a consultation service covering automation of QMS processes

1.2 Digital products, including:

- **eBooks & Templates** (e.g. *Navigating the South African Medical Device Regulatory Landscape, ISO 13485:2016 Made Simple*)
- Other downloadable regulatory affairs and QMS resources

1.3 Online training courses (coming soon)

Self-paced or scheduled online courses delivered through the Site.

All services and digital products are sold and delivered directly through the Site. Payments are processed securely through PayFast, our appointed third-party payment gateway. MADI Agency does not store your card details; these are handled entirely by PayFast in accordance with its own security and privacy standards.

This document does not cover any product demonstration items that may temporarily appear on the Site's store pages; these are not for sale and do not form part of our offering.

2. Pricing and Payment

2.1 All prices are listed in South African Rand (ZAR) and are inclusive of VAT where applicable, unless stated otherwise.

2.2 Payment for bookings and digital products is due in full at the time of booking or purchase, made via PayFast.

2.3 We reserve the right to amend pricing at any time. Changes will not affect bookings or purchases already confirmed and paid for.

2.4 In the event of a failed or disputed PayFast transaction, access to the service or product will not be granted until payment is successfully confirmed.

3. Bookings, Cancellations, and Rescheduling

This section applies to the One Hour Discovery Call, the ISO 13485:2016 Awareness Course, the QMS Automation consultation, and any future scheduled online training sessions.

3.1 Booking Confirmation

A booking is confirmed once payment has been received and you receive a confirmation notification through the Site's booking system.

3.2 Cancellation Notice

- **Consultations (Discovery Call, QMS Automation consultation):** You may cancel or reschedule free of charge if you notify us at least **24 hours** before the scheduled start time.
- **ISO 13485:2016 Awareness Course:** You may cancel or reschedule free of charge if you notify us at least **24 hours** before the scheduled start time.

3.3 Late Cancellations and No-Shows

- Cancellations or reschedule requests received **less than 24 hours** before the scheduled start time will not be entitled to a refund, but we will make reasonable efforts to offer one complimentary rescheduling to an alternative date, at our discretion.
- Failure to attend a booked session without prior notice ("no-show") will be treated as a late cancellation and is non-refundable.

3.4 Cancellations by MADI Agency

If we need to cancel or reschedule a booking (e.g. due to illness, unforeseen circumstances, or insufficient enrolment for a course), we will notify you as soon as possible and offer either a full refund or an alternative date at no additional cost.

3.5 How to Cancel or Reschedule

Cancellation or rescheduling requests must be sent by email to cebisile@madi-agency.net or via the contact details provided on the Site, quoting your booking reference.

4. Refund Policy

4.1 Booking Services

- Refunds for consultations and the Awareness Course follow the cancellation notice periods set out in Section 3.
- Where a refund is due, it will be processed back to the original PayFast payment method within 7–10 business days.
- No refunds are given for sessions that have already commenced or been delivered.

4.2 Digital Products (eBooks and Templates)

- Because digital products are delivered instantly and irrevocably upon purchase, **all sales of digital products are final and non-refundable** once the download link has been accessed or the file has been delivered, except where:
 - the product is materially defective (e.g. corrupted file, incorrect file delivered), or
 - required otherwise by South African consumer protection law.
- If you experience a technical issue with your download, contact us within 7 days of purchase for assistance or a replacement file.

4.3 Online Training Courses (Future Offering)

- Once launched, online courses will carry their own refund terms, which will be published on the relevant course page and incorporated into these Terms before launch. As a general principle, we intend to offer a short cooling-off/refund window (e.g. before a set percentage of course content has been accessed), consistent with Section 4.4 below.

4.4 Consumer Protection Act and Electronic Transactions

Nothing in this section limits any right you may have under the Consumer Protection Act 68 of 2008 or the Electronic Communications and Transactions Act 25 of 2002, including any statutory cooling-off period for transactions concluded electronically. Please note that statutory cooling-off rights typically do not apply to digital content that has already been accessed or downloaded, or to services that have already been fully performed with your consent.

5. Delivery Policy

5.1 Booking Services

Consultations and training sessions are delivered online (e.g. via video call) on the date and time confirmed in your booking. Access details (such as a meeting link) will be sent to the email address provided during booking.

5.2 Digital Products

- Digital products (eBooks, template bundles) are delivered electronically, immediately after successful payment confirmation via PayFast, either as a direct download link or via email to the address provided at checkout.
- It is your responsibility to ensure the email address provided is accurate and able to receive attachments/links. We are not liable for non-delivery due to incorrect contact details, spam filters, or similar issues outside our control, though we will assist in resending access where reasonably possible.
- No physical goods are shipped as part of any current offering; all delivery is digital.

5.3 Online Training Courses (Future Offering)

Once available, access credentials or course links will be issued electronically upon successful payment, with access period and duration specified on the relevant course page.

6. Intellectual Property

All content, including but not limited to eBooks, templates, training materials, course content, and Site content, is the intellectual property of MADI Agency (Pty) Ltd and is protected by South African copyright law. Purchase of a

digital product or course grants you a personal, non-transferable licence to use the material for your own organisation's internal purposes. You may not resell, redistribute, publicly share, or reproduce our materials without our prior written consent.

7. Client Responsibilities

You agree to provide accurate, current, and complete information when booking a service or purchasing a digital product, and to use our services and materials in compliance with applicable laws and regulations, including SAHPRA requirements relevant to your own organisation.

8. Limitation of Liability

8.1 Our consulting services, training, and digital materials are provided to support your regulatory and quality management processes but do not constitute a guarantee of regulatory approval, certification outcome, or audit result. Ultimate compliance responsibility remains with your organisation.

8.2 To the fullest extent permitted by law, MADI Agency's total liability arising from any booking or purchase is limited to the amount paid for that specific service or product.

8.3 We are not liable for indirect, incidental, or consequential loss arising from use of our services or materials.

9. Force Majeure

Neither party will be liable for delay or failure to perform obligations under these Terms due to circumstances beyond reasonable control, including but not limited to power or internet outages, illness, or other unforeseen events. Affected bookings will be rescheduled or refunded in line with Section 3.4.

10. Changes to These Terms

We may update these Terms from time to time. Changes will be posted on this page with an updated "Last updated" date. Continued use of the Site or purchase of services/products after changes take effect constitutes acceptance of the revised Terms.

11. Governing Law

These Terms are governed by the laws of the Republic of South Africa. Any disputes will be subject to the jurisdiction of the South African courts.

12. Contact Us

For questions about these Terms, bookings, cancellations, refunds, or digital product access:

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