



Morubetsi Projects (Pty) LTD
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COMPLAINTS PROCEDURE

FOR

MORUBETSI PROJECTS

IT Services • Wireless Internet • Landline • CCTV

Morubetsi
Projects

Prepared By

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Morubetsi Projects

1. DEFINITIONS

For purposes of this Complaint Procedure:

- **“Billing Dispute”** means an instance where a client, acting in good faith, alleges that an invoice contains incorrect charges or alterations.
- **“Billing Dispute Notice”** means a formal written notice submitted to Morubetsi Projects.
- **“Billing Enquiry”** means a request for clarity or evidence relating to an invoice (NOT a Billing Dispute).
- **“Complaint”** means a formal written expression of dissatisfaction, excluding Billing Disputes or information requests.
- **“Business Day”** means any day excluding weekends and public holidays in South Africa.
- **“Client”** means any subscriber or potential subscriber of Morubetsi Projects.

2. GENERAL COMPLAINTS PROCEDURE

(Excluding Billing Disputes)

This Procedure applies to all general service-related complaints.

2.1 How to Submit a Complaint

Clients must submit complaints in writing to:

 support@morubetsi.co.za

2.2 Required Information

All complaints must include:

1. Full client details and contact information

2. Client account or reference number
3. A detailed description of the complaint
4. Any supporting documentation

2.3 Acknowledgement & Resolution

Morubetsi Projects will:

- **Acknowledge** receipt of the complaint within **3 Business Days**
- Provide a **written resolution or outcome within 14 Business Days**

If additional information is needed, the resolution period may be extended.

3. BILLING DISPUTES PROCEDURE

3.1 General Principles

Billing enquiries must be sent to:

 accounts@morubetsi.co.za

Complaints unrelated to billing are handled under Section 2.

Clients agree that:

1. Charges not formally disputed remain **fully payable** by the invoice due date.
2. Clients may **not withhold Undisputed Amounts** for any reason.
3. A Billing Dispute is only valid when Morubetsi Projects receives a **proper Billing Dispute Notice**.
4. Billing enquiries, general complaints, or requests for information **do not constitute** a Billing Dispute.
5. Morubetsi Projects does **not** accept Billing Disputes arising from:

- Unauthorised use by the client
- Unauthorised use by third parties
- Failure of the client to secure their devices, network, router, or credentials

Clients are fully responsible for safeguarding access to the service.

4. CLIENT ACKNOWLEDGEMENTS (STRONG PROTECTION FOR MORUBETSI)

The client agrees:

1. Morubetsi Projects must be given **14 Business Days** to resolve a Billing Dispute before contacting a bank, card issuer, or third party.
2. If a chargeback or reversed payment is issued **before Morubetsi Projects is given the opportunity to resolve the matter**, Morubetsi Projects has the right to:
 - Recover the full outstanding amount
 - Recover all fees, penalties, and chargeback costs
 - Suspend or terminate service
3. If the Billing Dispute is not resolved to the client's satisfaction after completion of this Procedure, the client may escalate to their bank—but:
 - Morubetsi Projects still reserves the right to recover all outstanding fees.
 - Any unpaid amounts may be handed to collections.

5. WITHHOLDING DISPUTED AMOUNTS

Clients may **only** withhold payment of the Disputed Amount if:

- A valid Billing Dispute Notice is received **at least 5 Business Days** before the invoice due date.

Any attempt to withhold funds outside this rule will be treated as **non-payment**.

6. INITIATING A BILLING DISPUTE

A Billing Dispute Notice must be submitted within **30 calendar days** of the invoice date.

Billing Disputes must be sent to:

 accounts@morubetsi.co.za

6.1 Required Information

The dispute must include:

1. Client full details
2. Account or reference number
3. Relevant invoice number and date
4. The Disputed Amount
5. The Undisputed Amount
6. Full reasons for the dispute
7. Supporting evidence

7. MORUBETSI PROJECTS RESPONSE

Morubetsi Projects will:

- Acknowledge the Billing Dispute within **3 Business Days**
- Provide a written determination within **14 Business Days**

If additional documentation is requested, the timeline pauses until it is received.

7.1 Possible Outcomes

Morubetsi Projects may:

1. **Accept** the dispute and adjust the account
2. **Reject** the dispute because:
 - It was lodged after 30 days
 - Required information was missing
 - Undisputed amounts remain unpaid
 - The dispute relates to unauthorised use
 - There is no bona fide dispute
3. Propose an **alternative resolution** at its discretion.

8. IMPLICATIONS OF THE RESPONSE

If the dispute is rejected or partially rejected:

- The client must pay the outstanding amount within **5 Business Days**

If Morubetsi Projects owes a credit:

- It will appear on the next statement, or
- A refund will be processed where appropriate.

9. CONTINUED SERVICE PROVISION

Morubetsi Projects will **not** disconnect a service under dispute if:

- A valid Billing Dispute Notice was submitted
- Undisputed amounts are fully paid

However, Morubetsi Projects may disconnect immediately if:

1. The dispute is resolved and the client refuses to pay
2. The client states they are unable to pay
3. The client is under liquidation, sequestration, or debt proceedings

10. CONFIDENTIALITY

All information exchanged during the dispute process will remain confidential and only used for resolving the dispute.

11. REFERRING DISPUTES TO ICASA

If the client is not satisfied with Morubetsi Projects' outcome:

They may escalate to ICASA **only after** Morubetsi Projects has been given the full resolution period as required by law.

ICASA Contact Details:

-  011 566 3000
-  011 444 1919
-  consumer@icasa.org.za

12. ADDITIONAL PROTECTIVE CLAUSES ADDED FOR MORUBETSI

To protect Morubetsi Projects further:

12.1 No Compensation for Downtime

Morubetsi Projects is not liable for downtime caused by weather, load-shedding, upstream providers, fibre cuts, theft, vandalism, maintenance, or any force majeure event.

12.2 Non-Refund Policy

Prepaid services, installation fees, call-outs, or downtime credits are **non-refundable** unless legally required.

12.3 Abuse of the Complaints Process

Morubetsi Projects may refuse service to clients who:

- Abuse the dispute process
- Submit fraudulent claims
- Repeatedly withhold undisputed amounts

12.4 Legal & Recovery Costs

All costs incurred in the recovery of outstanding fees including attorney costs and collection agency fees—are for the **client's account**.