# **Refund Policy**

# Notice for all Customers

This Refund Policy only applies to fees collected by Actura Associates Ltd (Us) for services provided by Us. It is important that You read this Refund Policy carefully. You should familiarise yourself with the terms of this Refund Policy, prior to purchasing any goods or services from Actura Services Ltd.

# **Interpretation**

Unless otherwise defined, defined terms in this Refund Policy shall have the meaning given to them earlier in these Terms and Conditions.

"Application": means a form to be completed by You requesting the provision of Services.

"Service Fees": mean the fees payable by You for the Services purchased from Actura Associates Ltd.

"Issuing Bank": means the bank who has issued card to You as card holder.

"Refund Eligibility Criteria": means the criteria set out in the below Section.

"**Refund Request Form**": means a form with requested information to initiate a refund that you must request from support@acturaassociates.co.uk.

"Optional Services": has the meaning include all value-added services/additional services/Premium Services which are described and offered by us.

"Chargeback": means where a card customer (You) using the online payment portal makes a complaint to his/her card issuer bank that a transaction is disputed and/or fraudulent.

"**Transaction Charges**": means any fees levied by a bank or financial institution upon processing a valid refund request to You which may vary from case to case.

"Us": means Actura Associates Ltd or any party acting on Our implicit instructions (with "Our" being construed accordingly).

"You" includes the person requesting and/or purchasing the Services or any party acting on such person's instructions (and "Your" shall be construed accordingly).

"Website": means the Actura Associates Ltd website.

"Cooling-off period ": You have 14 calendar days to cancel the service after you pay the service fees. The cooling-off period starts the day after you pay for the service.

# **General Refund Conditions**

1. This Refund Policy is subject to change by Us and in the event of any amendments, We shall make a suitable announcement on the Website. The changes will apply after We have given notice. If You do not wish to accept the revised policy, You should not continue to use the Services. If You continue to use the Services after the date on which the change comes into effect, your use of the Services indicates your agreement to be bound by the new Refund Policy.

2. The service fees shall be refundable only if You have paid for a Service. You may request a refund in accordance with the Refund Eligibility Criteria.

3.All excess payments for service fees and optional services will be refunded in full to the customers and there will be no exception to such refunds.

4.In case Actura Associates Ltd has charged You the incorrect fee, which is less than the actual amount to be charged then Actura Associates Ltd will be responsible to remit the correct fee.

5.In case Actura Associates Ltd have overcharged You for the service fees, then any such excess amount will be duly refunded.

# Service Fees and Optional Service Fee

1.Refunds of Service Fees will only be considered where You satisfy the Refund Eligibility Criteria in full. If You fail to meet any of the Refund Eligibility Criteria, We shall have the right in our sole discretion to decline the request for a refund.

1. The service fee can be refunded if the customer requests such a refund prior to availing the service, i.e., acceptance and processing of the application.

2. The service shall be deemed to be actually delivered in full upon acceptance by email by You or if the documentation package sent by email has been received by You.

3.To apply for a refund, You must properly and fully complete and submit a Refund Request Form. All refund requests should be submitted to Actura Associates Ltd by You through an email to support@acturaassociates.co.uk.

4. We shall process your Refund Request following receipt as soon as it is reasonably practicable. Response times will vary depending on the mode of payment and stated reasons for request a refund of the Service Fees. In any event, We shall notify You of the outcome of the request in accordance with the timescales set out in the Refund Processing Timelines.

5.By filling in and submitting the Refund Request Form, the payment of a refund of a Service Fee is not guaranteed. The refund will only be approved or rejected by Us after verification basis the Refund Eligibility Criteria.

6.Any Transaction Charges or loss due to exchange rate fluctuation which arise upon processing a refund of Service Fees shall be borne solely by You. Transaction Charges will be deducted from the final amount to be refunded. Loss due to bank charges and difference in exchange rate will be borne by you and Actura Associates Ltd is not liable to pay any interest on this amount.

## **Refund Eligibility Criteria**

# **1.** All requests for refunds or cancellation of a Service(s) will only be accepted where:

The refund request is received by us within the cooling-off period, which is 14 days after the date of payment. Optional service fees can be refunded, if You request a refund prior to availing the service or within 15 days of the date of payment.

Where it is clear a customer has been charged more than once for the same service.

This includes the circumstances where You have purchased a Service but been notified by Us that it has been cancelled or withdrawn.

#### 2. Requests for refunds or cancellation of a Service(s) will not be accepted where:

In the case of any services which are partially used, no Refund request will be approved in such case. The refund request is received by us after the cooling-off period, which is 14 days after the date of payment.

### **Refund Processing Timeline:**

1. You must send the Refund Request Form to Us within 14 days of the date of payment.

2.Within five (5) working days of receipt of the Refund Request From, We shall contact You to request any further information (if required) and You shall provide such information as soon as reasonably practicable. However, in any event no later than seven (7) working days following such request.

3.Within seven (7) working days following the receipt of any additional information requested by Us (or where no further information is requested, five (5) working days from receipt of Your Refund Request Form), We shall notify You by e-mail of the decision on whether You are eligible for a refund or not. 4.Refunds of Service Fees will be processed within fifteen (15) working days from the date of notifying You of the decision.

5. You will have no recourse to a refund of the Service Fees if we suspect You have, or are, engaged in, or have in any way been involved in, fraudulent or illegal activity.

# **Receiving Your Refund**

Refunds will be processed by the same method as payment was made for these Services.

# **Chargebacks**

We expect You to contact Us to resolve any problem or issue related to your application and payment, before You make any Chargeback request to your bank. This Section does not affect any rights which You may have against the issuer of a debit or credit card. We will investigate any Chargeback requests made by You and in response will inform Your Issuing Bank whether any services have been cancelled.

# **REFUND REQUEST FORM**

Please fill out this form and email it to support@acturaassociates.co.uk

INVOICE DATE		INVOICE NUMBER	
CONTACT INFORMATION			
Nz	AME ADDRESS		
	_		
	EMAIL		
	TELEPHONE		

Please note:

We may contact you to gather further details about your refund request

Please provide a detailed explanation of the reason(s) why you are asking for a refund			