

For everyone

Cancellations, changes and refunds

Your rights when you change your mind or a job falls through, under South African law and under our rules.

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IN SHORT

- A job nobody has been hired for can always be cancelled, at no cost.
- After you accept a quote, a tradesperson may charge a reasonable cancellation fee. Reasonable means what it actually cost them.
- ECTA gives you seven days to change your mind, until the work starts with your agreement.
- A deposit is refundable to the extent it has not yet been spent or committed.

A plain summary to orient you. The sections below are the agreement.

1. The short version

Cancelling a job post nobody was hired for

Free, any time. Nothing is owed.

Declining every quote you received

Free. You are never obliged to accept one.

Cancelling after accepting a quote, before work starts

Allowed. A reasonable cancellation charge may apply.

Cancelling within 7 days of agreeing, before work starts

No charge. Section 44 of ECTA.

Cancelling once the work has begun

You pay for what has been done and for materials already bought.

The tradesperson cancels on you

You owe nothing, and anything you paid in advance comes back.

A deposit

Refundable to the extent it has not been spent or committed.

Your ToolBox Pro subscription

See **subscription terms** (toolbox.africa/legal/pro-subscription).

2. Before anyone is hired

A job you posted is yours to cancel, change or withdraw at any time, from the job itself in the app. Nobody is owed anything. You are never obliged to accept a quote, and you do not have to explain why you did not.

Quotes expire on the date the tradesperson set. An expired quote is simply gone, and there is nothing to cancel.

3. After you accept a quote

Accepting a quote creates a contract between you and the tradesperson. You may still cancel it, and section 17 of the Consumer Protection Act gives you that right for any reason at all. The tradesperson may, in return, charge a reasonable cancellation charge.

What makes a charge reasonable. Section 17 and the regulations under it point to the actual consequences, not to a round number. A reasonable charge takes into account:

- How much notice you gave. Cancelling three weeks out costs a tradesperson almost nothing. Cancelling the night before costs them a day they can no longer fill.
- What they have already spent or committed: materials ordered, plant hired, a subcontractor booked.
- How likely they are to fill the slot with other work.
- The general practice in that trade.

A cancellation charge must be justified, not just stated

A tradesperson who charges you for cancelling should be able to say what the money is for. "Twenty five percent" with nothing behind it is not a reasonable charge under section 17, and neither is a fee that keeps the whole deposit regardless of when you cancelled. If you think you have been charged unfairly, raise it with them, then with us, and section 6 of **Complaints and disputes** (toolbox.africa/legal/complaints) lists who else can help.

What a tradesperson may not do: charge you for work not done and not started, keep a deposit that has not been spent, or charge a cancellation fee they never told you about before you accepted.

4. Your cooling-off rights

Two different South African laws give you a right to change your mind, and they cover different situations.

Section 44 of the Electronic Communications and Transactions Act. Because you agreed the job electronically, you may cancel within **seven days** of concluding the agreement, without reason and without penalty. This is the one that usually applies on ToolBox.

This right falls away once the work starts

Section 44 does not apply to services that have begun with your agreement before the seven days are up. So if you want to keep the right to change your mind, say so and ask the tradesperson to start after the seven days. Most people would rather have the work done sooner, and that is a perfectly sensible choice, but it is a choice, and you should know you are making it.

Section 16 of the Consumer Protection Act. If a transaction came about through direct marketing, you may cancel within **five business days**. This does not apply where section 44 of ECTA already does.

Section 17 of the Consumer Protection Act, dealt with in section 3 above, is not a cooling-off right at all. It is a right to cancel an advance booking at any time, against a reasonable charge.

To use any of these, tell the tradesperson in the app, so there is a record of the date. Then tell us if there is a problem.

5. Deposits

A deposit on a larger job is normal and reasonable. It covers materials and getting started, not the tradesperson's profit.

- Agree what the deposit is for, in writing, before you pay it.
- If you cancel, the deposit is refundable to the extent it has not been spent or irrevocably committed. The tradesperson should show you what was spent.
- If the tradesperson cancels, or never starts, the whole deposit comes back.
- A request for the full price up front is a warning sign. Tell us about it.

Refunds should reach you within 10 business days of being agreed. If a tradesperson will not refund what is plainly owed, that is a ground for sanction under the **removal policy** (toolbox.africa/legal/sanctions), and section 6 of **Complaints and disputes** (toolbox.africa/legal/complaints) lists the Small Claims Court and the other routes to recover it.

Refunds on payments made through ToolBox. When you pay in the app, Paystack sends the money to the tradesperson, never to us, so a refund comes from the tradesperson. They pay it back to you within 10 business days of agreeing it. We cannot refund it for them or take it from their account, but a tradesperson who will not refund what is plainly owed faces the steps above. A card payment you did not make, or one taken twice, can also be disputed with your bank, as **Complaints and disputes** (toolbox.africa/legal/complaints) explains.

6. If the tradesperson cancels

- You owe nothing for work not done.
- Anything paid in advance and not spent comes back to you.
- Tell us. A cancellation with proper notice and a good reason is ordinary life. A pattern of cancelling, or abandoning a job part way, is a ground for sanction.
- We will help you find someone else, and the job can be reopened to quotes with one tap.

If a tradesperson abandons a job part way through, you pay only for the work actually done to a proper standard. Where the work already done is defective, you may have a **Guarantee** (toolbox.africa/legal/guarantee) claim.

7. Rescheduling

Rescheduling is not cancelling, and it should not cost anything if it is agreed in reasonable time. Propose a new time in the app so both sides have the record, and the other side accepts or proposes another. Repeatedly moving a booking at short notice, from either side, is something we look at.

8. When a job changes shape

If the work turns out to be bigger or different once it is opened up, the tradesperson must stop, explain, and send a revised quote before continuing. Under section 15 of the Consumer Protection Act you are not liable for work beyond an estimate that you did not authorise. Agree the change in the app.

If the revised scope is not something you want, you may cancel the balance of the work. You pay for what has properly been done.

9. Subscriptions

Stopping a ToolBox Pro subscription, and refunds for it, are covered in **ToolBox Pro subscription terms** (toolbox.africa/legal/pro-subscription).

10. Cancelling your account

You may close your account at any time from Settings. It does not cancel a job you have already agreed, and it does not remove a review you have already left. Finish or properly cancel your live jobs first.

If anything here is unclear, ask before you rely on it. We would rather explain a clause than argue about it later.