

REFUND POLICY

Policy Number:	POL25.V21		
Approved by Board on:	September 2021	Scheduled Review Date:	September 2023

SCOPE

This refund Policy ("Policy") applies to all purchases from Neighbours Aid Ltd, unless stated otherwise.

1. CUSTOMER SATISFACTION IS OUR PRIORITY

At Neighbours Aid Ltd, customer satisfaction is our priority.

We offer refunds, credits, repairs and replacements in accordance with the *Australian Consumer Law* and on the terms set out in the Refund Policy ("Policy").

Any benefits set out in the Policy may apply in addition to consumer's rights under the *Australian Consumer Law*.

2. AUSTRALIAN CONSUMER LAW

a) Under the *Australian Consumer Law*:

Our goods and services come with guarantees that cannot be excluded under the *Australian Consumer Law*. For major failures with the service, you are entitled:

- To cancel your service contract with us; and
- To a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund, credit or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonable foreseeable loss or damage from a failure in the goods or service.

- b) We offer refunds, credits, repairs, and replacements in accordance with the *Australian Consumer Law*.
- c) The *Australian Consumer Law* provides a set of Consumer Guarantees which protect consumers when they buy products and services.
- d) If the *Australian Consumer Law* applies, then we cannot avoid the Consumer Guarantees which it provides. If there is an inconsistency between this Policy and the *Australian Consumer Law*, The *Australian Consumer Law* will prevail.
- e) Further information about the *Australian Consumer Law* and these Consumer Guarantees is available from the website of the *Australian Competition and Consumer Commission*.

- f) If a product or service which you purchased from us has a major failure, then you may be entitled to a replacement or refund. You may also be entitled to compensation for any reasonable foreseeable loss or damage resulting from that major failure.
- g) If a product or service which you purchased from us has a failure which does not amount to a major failure, then you may still be entitled to have the goods repaired or replaced.

3. DEFINITIONS

Major failure – Defined in the *Australian Consumer Law*
Policy – Including under the *Australian Consumer Law*

4. CHANGE OF MIND

- a) In the event that you receive the products or services which you purchased, as stated, but you simply change your mind, we will not offer a refund or exchange. Any exemption of this clause is at the Store Managers discretion.

5. PRODUCTS DAMAGED DURING DELIVERY

In the event that a product which you ordered is damaged during delivery:

- a) Please contact us as soon as possible.
- b) Any damaged product must be returned in the condition it was in when you received it, together with any packaging and other items which you received with the damaged product.
- c) We will organise to repair the damaged product or to collect it and replace it with an equivalent product, or to provide a credit or refund, provided that you contact us within 48 hours from the date you received the product.

6. EXCEPTIONS

Notwithstanding the other provisions of the Policy, we may refuse to provide a repair, replacement, credit or refund for a product or service you purchased if:

- a) You misused the said product in a way which caused the problem.
- b) You used the product in a way in which it was not intended.
- c) You knew or were made aware of the problem(s) with the product or service before you purchased it. As most of our products are used good or seconds, the goods are expected to have wear and tear, and this is already reflected in the price of the goods. Broken or unworking parts of the goods will be described on the price tag or receipt.
- d) You asked for a service to be done in a certain manner, or you asked for alterations to a product, against our advice, or you were unclear about what you wanted.
- e) You cannot provide proof of purchase.
- f) Any other exceptions under the *Australian Consumer Law*.

7. HOW TO RETURN PRODUCTS

- a) Products purchased in store must be returned to the same store within 48 hours.
- b) We will pay any refunds in the same form as the original purchase or to the same account or credit card as was used to make the original purchase unless otherwise

determined in our sole discretion. Sometimes stores may not be able to refund cash for a cash transaction due to our cash holding policy. In these instances, the refund will be performed on a debit or credit card of the customers choosing.

- c) You must provide proof of purchase in order to be eligible for a refund, credit or replacement.

8. SHIPPING COSTS FOR RETURNS

- a) In the event that a product you purchased fails to meet one or more consumer Guarantees under the *Australian Consumer Law* we will bear any costs of shipping the said product (the "Returned Product") back to us, as well as any costs of shipping any replacement product to you.
- b) If the Returned Product can easily be posted or returned, then you are responsible for organising for the Returned Product to be returned to us. If the Returned Product is eligible for a repair, replacement, credit or refund under the terms of the Policy then we will reimburse you for the reasonable postage, shipping or transportation costs for the Returned Product.
- c) If the Returned Product is too large, too heavy, or otherwise too difficult to be removed and returned by you, and is believed to be eligible for a repair, replacement, credit or refund under the terms of the Policy, then we will organise for the postage, shipping, transportation or collection of the Returned Product at our cost.
- d) In the event that we organise and pay for the inspection, postage, shipping, transportation or collection of a Returned Product, and it turns out not to be eligible for a repair, replacement, credit or refund under the terms of this Policy, then you will be required to pay the costs of any inspection, postage, shipping, transportation or collection of the Returned Product.

9. USED ELECTRICAL GOODS PRODUCT WARRANTIES

- a) Used White Goods sold in our stores come with a 30 day warranty from date of purchase.
- b) You must provide proof of purchase in order to be eligible for a refund, credit or replacement.
- c) Products purchased in store must be returned to the same store.
- d) We will pay any refunds in the same form as the original purchase or to the same account or credit card as was used to make the original purchase unless otherwise determined in our sole discretion. Sometimes stores may not be able to refund cash for a cash transaction due to our cash holding policy. In these instances, the refund will be performed on a debit or credit card of the customers choosing.

10. CASH DONATIONS TO PROJECTS THROUGH WEBSITE

We strongly encourage you to please make sure that the amount of funds donated is entered correctly on our website.

- a) Depending on the nature of your donation, all refunds are given at the discretion of our management.
- b) If a wrong amount of donation is made accidentally or there is an extremely unusual circumstance, please contact our Head Office on 07 5476 2383.
- c) We will review the inquiry and respond within 10 days.
- d) We will issue refund if you accidentally entered the wrong amount or if there was an error with the system.

- e) If a donation is refunded, the associated tax receipt is no longer valid and should be shredded and destroyed.

11. CONTACT US

If you wish to speak to us about the Policy or about any refund, repair, credit or replacement, you may contact us at:

admin@neighboursaid.org

Head Office 07 5476 2383

P.O. Box 664, Nambour, Qld, 4560