

DARWIN SWIMMING CLUB INC



Refund Policy

Parap Swimming Pool
77 Ross Smith Avenue, Parap NT 0820

Introduction

The purpose of this document is to inform customers and members of Darwin Swimming Club (DSC) of how the committee will handle a request for refund. This refund policy has been developed in accordance with the Australian Competition and Consumer Commission (ACCC) Consumer Guarantees.

Scope

Products – You have a right to seek a refund if the goods you bought:

- a. are faulty
- b. are unfit for their purpose (they don't do what they are supposed to do)
- c. do not match the description or sample you were shown
- d. have defects that were not obvious or were not brought to your attention when you bought them
- e. do not meet the express warranties
- f. if repairs and spare parts are not available where applicable
- g. if the title to goods is not transferred to you as the purchaser (not applicable to hire or lease items)
- h. if you are not subject to undisturbed possession of goods (not applicable if payment plan is defaulted against or the hire/lease period expires)
- i. if there are undisclosed securities on goods.

Services – You have a right to seek a refund if the services you purchased:

- a. were not provided with an acceptable level of due care and skill
- b. were not fit for the purpose they were purchased for
- c. were not supplied within a reasonable time

- d. included a proven technical error occurring on the national online membership or meet entry system, resulting in a negative financial effect on the user (e.g. transaction debited twice due to system error)
- e. are conducted during a period of incapacitating long-term illness or long-term injury sustained by the athlete after the purchase of the service (e.g. hospitalisation after the close entries for a particular event).

You do not have a right to seek a remedy if you:

- a. simply change your mind, decide you do not like your purchase or have no use for it
- b. buy the wrong item
- c. damage or use goods in an unreasonable or unintended manner
- d. discover you can buy the goods or services more cheaply elsewhere
- e. examined the goods before buying and ought to have seen any obvious fault
- f. had a defect drawn to your attention before buying
- g. are unhappy with a service that you insisted on having carried out in a particular way, did not make clear what service you wanted and what you wanted it to achieve
- h. did not rely upon, or unreasonably relied upon, the seller's skill or judgment when choosing a product or service
- i. you are ill on the day of competition and you are unable to attend an event which has been published.

You are not entitled to claim against DSC where the failure to meet a consumer guarantee is due to:

- a. something someone else said or did, unless it was what a DSC committee member said or did
- b. an event that was beyond the seller's control (for example bad weather or delays in delivery).

Refund Procedures

If a product or service you buy fails to meet a guarantee, you have a right to a remedy such as:

- refund
- repair
- replacement or exchange
- compensation
- cancellation of contract.

The remedy you are entitled to will depend on whether the failure to comply with the guarantee is major or minor.

There are three steps you can take to try to fix the problem:

1. contact Darwin Swimming Club
2. contact the ACCC or a third party
3. take legal action.

DSC Refund Processes

Swim Meet Refunds

If your refund request is in relation to services purchased from DSC relating to any DSC conducted swimming meets you may seek:

Refunds prior to meet program production:

- a) apply for a refund within Swim Central by completing all steps and providing an adequate reason for the withdrawal up until the production of the meet program or earlier than 48 hours prior to the commencement of the meet
- b) notify DSC by email at that a refund has been requested and list the event this applies to.

Refunds after meet program production - To request a refund in this instance, contact DSC directly by email at darwinswimclub@gmail.com within one week of the swim meet in question and include the following:

- a) name and contact detail
- b) information about the swim meet in question
- c) evidence of original purchase and purchase date
- d) requests for refund due to athlete long term illness or long-term injury must include medical evidence to substantiate the request
- e) requests for refund due to technical error must include evidence of duplicate of financial transactions
- f) explain your problem with the service and what outcome you want.

Refunds due to meet cancellation by DSC due to Acts of God or other circumstances:

- a) all refunds in this instance will be at the discretion of DSC as well as the Meet Referee / Technical Manager
- b) refunds are not guaranteed in this instance
- c) depending on circumstance, the meet in question will be either cancelled or rescheduled for a different date
- d) DSC will notify all competitors and their families verbally on the day if the meet is cancelled and within one week by email if the event is to be rescheduled or cancelled and event entry monies refunded.

If your refund request is in relation to services purchased from Swimming NT (SNT) or another swimming club, please refer to individual refund policies.

Membership Refunds

Membership refunds will only be considered for genuine mistakes. To request a refund:

- request a refund through Swim Central, within 14 days of the purchase date
- contact the Registrar via email darwin.swim.registrar@gmail.com to advise that you have made an error and have requested a refund within 14 days of the transaction and providing your name and contact details.

Requests for refund due to a technical error must include evidence of duplicate financial transactions. You will need to explain your problem with the service and the outcome you want.

General Refunds

Goods purchased or any service not listed above - if your request relates to any goods or service purchased from DSC, but is not listed above, please follow this process to request a refund:

- a) Email: darwinswimclub@gmail.com
- b) Ensure you include the following details in your correspondence.
 - name and contact details
 - information about the goods or services in question
 - original order number and purchase date
 - explain your problem with the goods or service
 - explain the outcome you want.

It is your responsibility to return the goods unless the cost of doing so is significant.

Club responsibility

Request for refunds will be acknowledged by DSC within 10 days.

The club will make every effort to process the refund as soon as possible after request has been approved.

L.Reader

Lee-Ann Reader
President