

# POLICY

## Refund

POLICY No: 6005

EFFECTIVE: April 2011 (Updated Jan 2016)



The purpose of this document is to provide our customers and members with a clear understanding of how SwimmingSA (SSA) will handle a request for refund in accordance with the Australia Competition Consumer Commission (ACCC) Consumer Guarantees.

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### *THE POLICY*

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You have a right to seek a refund if the goods you bought;

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

You have a right to seek a refund if the services you purchased;

- were not provided with an acceptable level of due care and skill
- were not fit for a particular purpose
- were not supplied within a reasonable time
- included a proven technical error occurring on the national online membership or meet entry system, resulting in a negative financial effect on the user (eg transaction debited twice due to system error)
- are conducted during a period of incapacitating long term illness or long term injury sustained by the athlete after the purchase of the service (eg. Hospitalisation after the close entries for a particular event)

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

- simply change your mind, decide you do not like your purchase or have no use for it
- buy the wrong item
- damage or use goods in an unreasonable or unintended manner
- discover you can buy the goods or services more cheaply elsewhere
- examined the goods before buying and ought to have seen any obvious fault
- had a defect drawn to your attention before buying
- 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
- did not rely upon, or unreasonably relied upon, the seller's skill or judgment when choosing a product or service

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- you are ill on the day of a competition
- you are unable to attend an event which has been published

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

- something someone else said or did, unless it was their agent or employee
- an event that was beyond the seller's control (for example bad weather or delays in delivery).

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### *Adoption of Strategies*

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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 SwimmingSA
2. Contact ACCC or a third party
3. Take Legal action

### Contacting SwimmingSA

As soon as possible, contact SwimmingSA to explain the problem and the outcome you want.

In many cases a simple email, phone call or visit can fix the problem.

If your problem is in relation to services purchased from SwimmingSA in the case of **event services**:

- Email: [events@sa.swimming.org.au](mailto:events@sa.swimming.org.au) *within one week of the event in question*
- Ensure you include the following details in your correspondence:
  - Name and contact details
  - Information about the event/s in question
  - Evidence of original purchase and purchase date
    - Requests for refund due to athlete long term illness or long term injury must include medical evidence to substantiate the request
    - Requests for refund due to technical error must include evidence of duplicate financial transactions
  - Explain your problem with the service
  - Explain the outcome you want

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If your problem is in relation to services purchased from SwimmingSA in the case of **membership services**:

- Email: [admin@sa.swimming.org.au](mailto:admin@sa.swimming.org.au) *within one month of the transaction in question*
- Ensure you include the following details in your correspondence:
  - Name and contact details
  - Information about the membership in question
  - Evidence of original purchase and purchase date
    - Requests for refund due to technical error must include evidence of duplicate financial transactions
  - Explain your problem with the service
  - Explain the outcome you want

If your problem is in relation to goods purchased or any service not listed above from SwimmingSA:

- Email: [accounts@sa.swimming.org.au](mailto:accounts@sa.swimming.org.au)
- Ensure you include the following details in your correspondence:
  - Name and contact details
  - Information about the goods in question
    - **\*\*It is your responsibility to return the goods unless the cost of doing so is significant.**
  - Original order number and purchase date
  - Explain your problem with the good
  - Explain the outcome you want

Request for refunds will be acknowledged by SwimmingSA within one working week.