



LISMORE BASKETBALL ASSOCIATION RETURNS AND REFUNDS POLICY

Approved: 22/06/2020

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1. AREA OF RESPONSIBILITY

Lismore Basketball Association Committee

2. DATE APPROVED

22/06/2020

3. OUR RETURNS POLICY – PRODUCTS (MERCHANDISE)

Lismore Basketball will provide a refund or replacement product in the following circumstances only:

- a product becomes defective through no fault of the customer;
- a product is not fit for its stated purpose;
- a product does not match the description or sample;
- a product has defects that were not obvious;
- a product is not safe;
- a product ordered by the customer is no longer available; or
- the person or organisation billed did not originate the charge due to fraudulent use of credit cards or other such circumstances.

Lismore Basketball will not provide a refund simply for a change of mind or for a wrong decision.

Products returned must be delivered to Lismore Basketball within 14 days of the original delivery date in a re-saleable, original condition - unused, undamaged, unsoiled and with the tags still attached.

Lismore Basketball is unable to accept items that have had the tags removed (apparel), have been customised, used or damaged in any way including packaging.

- For a refund or exchange, please allow 14 days from the day you return your product for your account to be credited or an online credit to be issued.
- There is no return on personalised products or sale items except as required by law.

If you change your mind and wish to exchange your purchase, you are responsible for all return postage costs. To supply your replacement item, Lismore Basketball may recharge you for further shipping charges and the exchange is subject to replacement being in stock.

Lismore Basketball will only refund shipping and handling charges to your bank account by EFT if you have received an incorrect item or if you received a damaged/faulty product as outlined above. A copy of your Lismore Basketball tax invoice/receipt may be requested as a proof of purchase.

4. HOW TO RETURN AN ITEM

Please contact Lismore Basketball within 14 days of the original purchase via merchandise@lismorebasketball.com.au to request an exchange or refund form, stating your name, delivery address and order details. You will be provided with the most relevant return form and details on how to send return/exchange your item back.

In the instance that you receive a faulty product, via merchandise@lismorebasketball.com.au, please provide us with your name, your invoice/receipt/order number, product name and the fault you have found with the product and a photo if possible. Please let us know if you are seeking a replacement, exchange, credit or a refund.

5. CANCELLED/POSTPONED EVENTS & COURSES

Occasionally, some events that are conducted by Lismore Basketball or that Lismore Basketball participates in are cancelled or postponed. Should this occur, we will contact you to inform you of refund options or credit procedures for that event.

For exact instructions on any cancelled or postponed event, please check the relevant event information online at www.lismorebasketball.com.au or contact us via admin@lismorebasketball.com.au

In order to receive a refund or an exchange, you will need to comply with the relevant instructions or deadlines.

6. INCORRECT BOOKING FOR AN EVENT

If you have booked the incorrect time, date, venue, or event in error, these types of purchases will generally be classed as a 'change of mind'. Please be advised that refunds are generally only available where an event has been cancelled or rescheduled or where the Australian Consumer Law applies.

Notwithstanding the above, Lismore Basketball may consider providing a refund in such circumstances, on a case by case basis. If you have noticed that your booking is incorrect please email us via admin@lismorebasketball.com.au so that we can amend your purchase. If your request to amend is more than 24 hours from when you paid for the purchase, we may not be able to guarantee your attendance to the event you meant to purchase, as some events are capped on numbers.

7. WITHDRAWING FROM AN EVENT

If after paying either a deposit, part payment or fees in their entirety to attend an event and you need to withdraw from attending, please contact Lismore Basketball as soon as possible to arrange a refund.

- Up to 6 weeks prior to the event if you must withdraw for any reason we will refund 70% of the fees paid.
- From 6 weeks to 14 days prior to the event if you must withdraw for any reason we will refund 40% of the fees paid.
- Less than 14 days prior to the event we do not refund entries for any reason.

8. PARTICIPANT MEMBERSHIP FEES (REGISTRATIONS)

All participants must ensure that their fees are paid in full before taking the court to train, play, officiating etc.

All membership fees are paid in advance; the platform used by Lismore Basketball does not offer a direct debit service.

Once the participant completes the membership form, has agreed to the terms and conditions and paid the relevant fees, your membership with Lismore Basketball Association and BNSW is valid for 12-months from the date of transaction.

9. PARTICIPANT MEMBERSHIP FEE REFUNDS (REGISTRATIONS)

Once you partake in any basketball activity (playing or training etc), no matter how long the duration, nor the number of times, the opportunity to request a refund has passed (except where a member has a right to a refund under the Australian Consumer Law).

If you have paid for your membership fees and then decide not to participate, please contact Lismore Basketball. As long as proof and validation can be substantiated, that the participant did NOT partake in any basketball activity, then Lismore Basketball may issue a refund (unless the Australian Consumer Law requires that a refund be paid, in which case, the relevant association will do so). Refund of memberships is not guaranteed for change of mind or for changes in personal circumstances that prevent a person from enjoying the full benefits of the membership.

10. CANCELLED/POSTPONED LISMORE BASKETBALL COMPETITIONS

In the event that Lismore Basketball is forced to postpone a competition(s), Lismore Basketball will make every effort to deliver the competition in the same year, subject to calendar and venue availability. If the competition is delivered later in the same year, subject to the requirements of the Australian Consumer Law, associations will not be entitled to a refund.

In the event that Lismore Basketball is forced to cancel a competition(s), prior to that competition(s) starting and where the participants have paid their nomination and game fees in advance, Lismore Basketball will discuss a refund and or credit options with the participants impacted.

Refund information may be detailed on the registration information provided.

In the event that Lismore Basketball is forced to cancel a competition(s) and the competition is partway through, and where the participants have paid their nomination and game fees in advance, Lismore Basketball will discuss a partial refund and or credit options with the participants impacted.

If Lismore Basketball cancels a competition, and a participant is eligible for a refund, the participant may choose to allow Lismore Basketball to retain their full payment until the competition is rescheduled or for payment of, or towards, another Lismore Basketball competition.

In the event Lismore Basketball competitions are postponed and or cancelled, refund and/or credit options for any fees paid to Lismore Basketball by participants will be subject to costs already incurred and whether any refunds and/or credits options are issued by Lismore Basketball.

11. REPRESENTATIVE FEES

Deposits for NJL & NCS representative fees are required to be paid to Lismore Basketball Association by the due date advised, in order to secure player spot in the team. Once the deposit is paid no refunds will be issued unless in the event of injury or other extenuating circumstances as approved by the Lismore Basketball Committee. If part of a season has been played prior to injury or extenuating circumstances, consideration may be given to partial refunds, dependant on costs already incurred and whether a replacement player can be secured for remainder of season.

All representative fees must be paid to Lismore Basketball Association by the specified payment schedule in order for players to continue with team training and games. If payments can not be made by the required dates provided on your invoice, please contact treasurer@lismorebasketball.com.au for consideration of an alternative payment plan. If no prior payment plan arrangement is in place and fees are not paid by due date, players may not be able to attend training sessions or participate in scheduled games.

12. GOVERNMENT ISSUED RESTRICTIONS FOR CONSUMERS

If basketball, including participating, spectating or conducting basketball-related activities, has been cancelled or suspended due to government-imposed restrictions, this may impact your rights to a refund under the Australian Consumer Law.

ACCC and Covid-19 consumer information [HERE](#)

13. SYSTEM ERROR

In the event of a technical error with a booking system used by Lismore Basketball, we will refund the transaction either in full or the relevant part thereof. In some cases, evidence of the error may be required if the payment is disputed by Lismore Basketball.

For example, evidence of an item being debited to a bank account more than once is required to be provided to request a refund if there is no corresponding record on the booking system used. Evidence may be in the form of a copy of a credit card statement or bank statement that demonstrates the error. To ensure the privacy of the card/account holder, any personal information or transactions not relevant to the error should be hidden or removed.

14. PAYMENT METHODS AND REFUNDS

If you are eligible for a refund, Lismore Basketball can only refund to a bank account by EFT, we are not able to refund directly to credit/debit cards or PayPal accounts.

Where the transaction occurred through the SportsTG platform, any refund will be less the platform fees, which is charged at the time of transaction.

If payment was made by an Active Kids voucher, note that the terms and conditions of the Active Kids Voucher program do not permit a refund [HERE](#).

15. REQUESTS AND REFUND PROCESSING

An individual may request a refund by contacting Lismore Basketball and providing details to support their request for a refund within the following timeframes:

- 21 days from the date of notification by Lismore Basketball of the cancellation or postponement of a competition or event; and
- such reasonable period as determined by Lismore Basketball or the association in accordance with the Australian Consumer Law, in all other circumstances.

A refund requested and approved by Lismore Basketball will be processed as soon as reasonably practicable.

Please note timeframes are subject to receiving approval by all responsible parties and the processing times for the respective financial institutions.

16. GOVERNMENT RELEVANT LINKS

Australian Consumer Law [HERE](#)

Australian Competition and Consumer Commission (ACCC) [HERE](#) NSW Office of Fair Trading (OFT) [HERE](#)

17. PRIVACY

All information collected will be securely stored in accordance with Basketball Australia's [Privacy Policy](#).