



NSW Basketball Association Ltd

BASKETBALL NSW

RETURNS AND REFUNDS POLICY

POLAD 013
Approved: 22/04/2020

This new policy is effective from the date that is approved by the Board of New South Wales Basketball Association LTD

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BASKETBALL NSW RETURNS AND REFUND POLICY

Table of Contents

1.	AREA OF RESPONSIBILITY	3
2.	DATE APPROVED	3
3.	POLICY NUMBER	3
4.	OUR RETURNS POLICY	3
4.1.	HOW TO RETURN AN ITEM	4
5.	CANCELLED/POSTPONED EVENTS & COURSES	4
5.1.	INCORRECT BOOKING FOR AN EVENT	4
5.2.	WITHDRAWING FROM AN EVENT	5
6.	PARTICIPANT MEMBERSHIP FEES	5
6.1.	PARTICIPANT MEMBERSHIP FEE REFUNDS	5
7.	CANCELLED/POSTPONED BASKETBALL NSW COMPETITIONS FOR ASSOCIATIONS	6
7.1.	CANCELLED/POSTPONED BASKETBALL NSW COMPETITIONS FOR PARTICIPANTS	6
8.	GOVERNMENT ISSUED RESTRICTIONS FOR CONSUMERS	6
9.	SYSTEM ERROR	6
10.	PAYMENT METHODS AND REFUNDS	7
11.	REQUESTS AND REFUND PROCESSING	7
12.	GOVERNMENT RELEVANT LINKS	7
13.	PRIVACY	7

1. AREA OF RESPONSIBILITY

Finance and Audit Committee

2. DATE APPROVED

April 2020

3. POLICY NUMBER

POLAD 013

4. OUR RETURNS POLICY

Basketball NSW 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.

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

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

Basketball NSW 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 purchased from spalding.com.au except as required by law or as provided for under Spalding's refund terms and conditions.
- Unfortunately, we cannot accept returns for any items that were purchased elsewhere and not at <https://bnsw.shopdesq.com/>. For items purchased at a Basketball NSW event at one of our pop-up stores, please contact Basketball NSW via info@bnsw.com.au for more information.

If you change your mind and wish to exchange your purchase, you are responsible for all return postage costs. To supply your replacement item, Basketball NSW will recharge you for further shipping charges.

Basketball NSW 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 Basketball NSW tax invoice may be requested as a proof of purchase.

4.1. HOW TO RETURN AN ITEM

Please contact Basketball NSW within 14 days of the original delivery date via info@bnsw.com.au for 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 your item back.

In the instance that you receive a faulty product, via info@bnsw.com.au please provide us with your name, your invoice 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. We will supply you with a prepaid post pack so you can send the product back at no charge.

5. CANCELLED/POSTPONED EVENTS & COURSES

Occasionally, some events that are conducted by Basketball NSW or that Basketball NSW 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 or contact us via info@bnsw.com.au

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

5.1. 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, Basketball NSW 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 info@bnsw.com.au ASAP 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.

5.2. 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 Basketball NSW 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.

6. PARTICIPANT MEMBERSHIP FEES

Basketball participant membership fees are purchased via one of our affiliated [associations](#). It is the participant's responsibility to 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 Basketball NSW 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 the association and us is valid for 12-months from the date of transaction.

6.1. PARTICIPANT MEMBERSHIP FEE REFUNDS

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 your association where you made the purchase. As long as proof and validation can be substantiated, that the participant did NOT partake in any basketball activity, then the association 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.

7. CANCELLED/POSTPONED BASKETBALL NSW COMPETITIONS FOR ASSOCIATIONS

In the event that Basketball NSW is forced to postpone a competition(s), Basketball NSW 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 Basketball NSW is forced to cancel a competition(s), prior to that competition(s) starting and where the association has paid their nomination and game fees in advance, Basketball NSW will discuss a refund and or credit options with the association(s) impacted. Refund information may be detailed on the registration information provided.

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

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

7.1. CANCELLED/POSTPONED BASKETBALL NSW COMPETITIONS FOR PARTICIPANTS

Participants impacted by competitions being postponed and or cancelled are to contact their local association for further information.

8. 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](#)

9. SYSTEM ERROR

In the event of a technical error with a booking system used by Basketball NSW, 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 Basketball NSW.

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.

10. PAYMENT METHODS AND REFUNDS

If you are eligible for a refund, Basketball NSW 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 Basketball NSW 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](#).

11. REQUESTS AND REFUND PROCESSING

An individual may request a refund by contacting Basketball NSW or their local association and providing details to support their request for a refund within the following timeframes (subject to such other timeframes specified in the relevant association or competition refunds policy):

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

A refund requested and approved by Basketball NSW 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.

12. GOVERNMENT RELEVANT LINKS

Australian Consumer Law [HERE](#)

Australian Competition and Consumer Commission (ACCC) [HERE](#)

NSW Office of Fair Trading (OFT) [HERE](#)

13. PRIVACY

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