

# Returns and Refund Policy

Adopted by the Board: 29 March 2022

Effective Date: 30 March 2022



**BASKETBALL ACT**

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Policy last updated and approved by BACT Board:  
Next policy review date:  
Responsible person:

**28 September 2021**  
**September 2023**  
Chief Executive Officer

## **1. Cancelled or Postponed Events and Courses**

- 1.1. Occasionally, some events that are conducted by Basketball ACT or that Basketball ACT 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.
- 1.2. For exact instructions on any cancelled or postponed event, please check the relevant event information online or contact us via [admin@basketballact.com.au](mailto:admin@basketballact.com.au)
- 1.3. In order to receive a refund or an exchange, you will need to comply with the relevant instructions or deadlines.
- 1.4. Incorrect booking for an event:
  - 1.4.1. 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.
  - 1.4.2. Notwithstanding the above, Basketball ACT 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@basketballact.com.au](mailto:admin@basketballact.com.au) ASAP so that we can amend your purchase.
  - 1.4.3. 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.
- 1.5. Withdrawing from an event:
  - 1.5.1. 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 ACT as soon as possible to arrange a refund.
  - 1.5.2. Up to 4 weeks prior to the event if you must withdraw for any reason, we will refund the fees paid minus an administration fee.
  - 1.5.3. From 4 weeks to 7 days prior to the event if you must withdraw for any reason, we will refund between 50 - 75% of the fees paid.
  - 1.5.4. Less than 7 days prior to the event we will only provide refunds in exceptional circumstances only.

## **2. Participant Membership Fees**

- 2.1. All membership fees are paid in advance; the platform used by Basketball ACT does not offer a direct debit service.
- 2.2. Once the participant completes the membership form, has agreed to the [terms and conditions](#) and paid the relevant fees, your membership with us is valid for the duration of the participating season.
- 2.3. Participant membership fee refunds:
  - 2.3.1. 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).
  - 2.3.2. If you have paid for your membership fees and then decide not to participate, please contact [admin@basketballact.com.au](mailto:admin@basketballact.com.au). As long as proof and validation can be substantiated, that the participant did NOT partake in any basketball activity, then a refund may be issued, less any fees (unless the Australian Consumer Law requires that a refund be paid, in which case, Basketball ACT will do so).
  - 2.3.3. 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.

## **3. Competition Fees**

- 3.1. Competition nominations require a deposit fee to be paid at the time of nomination; the platform used by Basketball ACT does not offer a direct debit service.
- 3.2. Competition fee refunds are outlined in the relevant Competition By-Laws, with processing of refunds handled as per Clause 8 of this policy.
- 3.3. Where Basketball ACT withdraws a Team from a competition, the Team shall not receive a refund
- 3.4. Bye Credits
  - 3.4.1. Bye credits may be issued to teams if they meet the following criteria. Credits are only redeemable for the season immediately following the season where the byes occurred and are not redeemable for cash.
    - (a) Teams participating in competitions that are 11 rounds or less will have one bye counted as part of their season, credits may be applied for any additional byes.

- (b) Teams participating in competitions that are between 12 and 19 rounds will have two byes counted as part of their season, credits may be applied for any additional byes.
  - (c) Teams participating in competitions that are 20 rounds or more will have three byes counted as part of their season, credits may be applied for any additional byes.
- 3.4.2. Byes in dedicated grading rounds will not count towards the number of byes a team has in a season.

#### **4. Cancelled/postponed Basketball ACT Competitions**

- 4.1. In the event that Basketball ACT is forced to postpone a competition(s), Basketball ACT 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, Clubs and Members will not be entitled to a refund.
- 4.2. In the event that Basketball ACT is forced to cancel a competition(s), prior to that competition(s) starting and where the Club and/or Members have paid their nomination and game fees in advance, Basketball ACT will discuss a refund and or credit options with those impacted. Refund information may be detailed on the registration information provided.
- 4.3. In the event that Basketball ACT is forced to cancel a competition(s) and the competition is partway through (commenced but less than 80% of games have been played), and where the Club and/or Members have paid their nomination and game fees in advance, Basketball ACT will discuss a partial refund and or credit options with those impacted.
- 4.4. If Basketball ACT cancels a competition, and a Club and/or Member is eligible for a refund, they may choose to allow Basketball ACT to retain their full payment until the competition is rescheduled or for payment of, or towards, another Basketball ACT competition.
- 4.5. 3x3 Hustle Events will be subject to [terms and conditions](#) as outlined by 3x3 Hustle. Basketball ACT will work with 3x3 Hustle in relation to any cancelled/postponed competitions.

#### **5. Government issued restrictions for consumers**

- 5.1. If basketball activities, including participating, spectating or conducting basketball-related activities, have been cancelled or suspended due to government-imposed restrictions,

this may impact your rights to a refund under the Australian Consumer Law.

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

## **6. System error**

- 6.1. In the event of a technical error with a booking system used by Basketball ACT, 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 ACT.
- 6.2. 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.

## **7. Payment methods and refunds**

- 7.1. If you are eligible for a refund, Basketball ACT can only refund to a bank account by EFT, we are not able to refund directly to credit/debit cards or PayPal accounts.
- 7.2. Where the transaction occurred through the Basketball ACT platform, any refund will be less the platform fees, which is charged at the time of transaction.

## **8. Requests and refund processing**

- 8.1. An individual may request a refund by contacting Basketball ACT providing details to support their request for a refund within the following timeframes (subject to such other timeframes specified in the relevant Competition By-Laws):
- 8.1.1. 21 days from the date of notification by Basketball ACT of the cancellation or postponement of a competition or event; and
  - 8.1.2. such reasonable period as determined by Basketball ACT in accordance with the Australian Consumer Law, in all other circumstances.
- 8.2. To enable a refund to be processed, a Refund Request Form needs to be completed ensuring all information (such as bank details are correct) and authorising the refund to be processed.
- 8.3. A refund requested and approved by Basketball ACT may incur an administration fee and will be processed as soon as reasonably practicable.

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

## **9. Returns Policy**

- 9.1. Basketball ACT will provide a refund or replacement product in the following circumstances only:
- 9.1.1. a product becomes defective through no fault of the customer;
  - 9.1.2. a product is not fit for its stated purpose;
  - 9.1.3. a product does not match the description or sample;
  - 9.1.4. a product has defects that were not obvious;
  - 9.1.5. a product is not safe;
  - 9.1.6. a product ordered by the customer is no longer available; or
  - 9.1.7. the person or organisation billed did not originate the charge due to fraudulent use of credit cards or other such circumstances.
- 9.2. Basketball ACT will not provide a refund simply for a change of mind or for a wrong decision. 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 ACT will recharge you for further shipping charges.
- 9.3. Products returned must be delivered to Basketball ACT within 14 days of the original delivery date in a re-saleable, original condition – unused, undamaged, unsoiled and with the tags still attached.
- 9.4. Basketball ACT is unable to accept items that have had the tags removed (apparel), have been customised, used or damaged in any way including packaging.
- 9.5. 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.
- 9.6. Unfortunately, we cannot accept returns for any items that were purchased elsewhere and not at [www.basketballact.com.au](http://www.basketballact.com.au). For items purchased at a Basketball ACT events or venues, please contact Basketball ACT via [admin@basketballact.com.au](mailto:admin@basketballact.com.au) for more information.
- 9.7. Basketball ACT 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 ACT tax invoice may be requested as a proof of purchase.

## **10. How to return an item**

- 10.1. Please contact Basketball ACT within 14 days of the original delivery date via [admin@basketballact.com.au](mailto:admin@basketballact.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.
- 10.2. In the instance that you receive a faulty product, via [admin@basketballact.com.au](mailto:admin@basketballact.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.

## **11. Government related links**

- 11.1. Australian Consumer Law [HERE](#)
- 11.2. Australian Competition and Consumer Commission (ACCC) [HERE](#)
- 11.3. Access Canberra – Fair Trading [HERE](#)

## **12. Privacy**

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