

# REFUND POLICY

Dawn Collins Medium

*This Refund Policy ("Policy") applies to all purchases of goods and services from our business unless stated otherwise.*

## **1. CUSTOMER SATISFACTION IS OUR PRIORITY**

- 1.1. At Dawn Collins Medium, your satisfaction as our valued customer is our priority.
- 1.2. Under the term of this Policy, Dawn Collins Medium offer refunds, repairs and replacements of products and services under the Australian Consumer Law.
- 1.3. We support your rights under the Consumer Guarantees in The Australian Consumer Law, which protect consumers when buying products and services.
- 1.4. If the Australian Consumer Law applies to your purchase, we cannot avoid the Consumer Guarantees it provides.
- 1.5. If this Refund Policy is inconsistent with the Consumer Guarantees and the Australian Consumer Law, the Australian Consumer Law will prevail over our Refund Policy.
- 1.6. Any benefits or warranties in this Policy may apply in addition to consumer rights granted under the Australian Consumer Law.
- 1.7. Please read this Policy carefully before purchasing a product or service from Dawn Collins Medium so that you are aware of your rights and how you can expect we will manage your request for a refund if you are not happy with your purchase.

## **2. YOUR RIGHTS UNDER AUSTRALIAN CONSUMER LAW**

- 2.1. Our business's products and services come with guarantees that cannot be excluded under the Australian Consumer Law.
- 2.2. If a product or service which you purchased from us has a major failure (as defined in the *Australian Consumer Law*), then you may be entitled to a replacement or refund.
- 2.3. If a product or service which you purchased from us has a failure that does not amount to a major failure (as defined in the *Australian Consumer Law*), then you may be entitled to have the goods repaired or replaced.

### **2.4. Major failures**

- 2.4.1. Services - If you experience a major failure with our service, you are entitled to:

- a. cancel your service contract with us; and
- b. a refund for the unused portion of the service; or
- c. compensation for the reduced value of the service to you.

2.4.2. Goods (products) - If you experience a major failure with a product you have purchased from us, you are entitled to choose between a refund or replacement for the product.

## 2.5. Minor failures

2.5.1. If you experience minor issues with a product or service you have purchased that is not a major failure, you are entitled to have the failure rectified within a reasonable time.

2.5.2. If rectification does not occur within a reasonable time, you are entitled to:

- a. a refund for the product;
- b. cancel the service contract;
- c. obtain a refund for any unused portion of the product or service.

2.5.3. Where you have suffered any other reasonably foreseeable loss or damage from a failure in the product or service you have purchased, you are also entitled to compensation under the Australian Consumer Law.

You can obtain further information about the *Australian Consumer Law* and your rights under the Consumer Guarantees from <https://www.accc.gov.au/consumers/consumer-rights-guarantees/consumer-guarantees>

## 3. CHANGE OF MIND

3.1. Please choose your product or service carefully.

3.2. We do not offer any refund if you change your mind or find the same product or service cheaper elsewhere.

## 4. EXCEPTIONS

4.1. Notwithstanding the other provisions of this Policy, we may refuse to provide a repair, replacement or refund for a product or service you purchased if:

4.1.1. You misused the purchased product or service in a way that caused the problem or failure.

4.1.2. Before you purchased, you knew or were made aware of the problem(s), issues, or failures in the product or service.

4.1.3. You asked for a service to be delivered in a particular manner different from that offered to you;

4.1.4. You asked for alterations to a product that were not recommended by us or against our advice;

4.1.5. You were unclear or unsure about the product or service you wanted to purchase;

4.1.6. Any other exceptions apply under the Australian Consumer Law.

## **5. RESPONSE TIME**

5.1. We aim to respond and process any requests for repairs, replacements or refunds within 14 days of having received them.

## **6. PROCESSING REFUNDS**

6.1. Refund requests are only accepted within 7 days from the date of purchase. After this time, no refund applies.

6.2. Refunds will be paid by bank transfer.

6.3. You must provide proof of purchase to be eligible for a refund, repair or replacement.

6.4. You may be required to provide identification to be eligible for a refund, repair or replacement.

6.5. Refunds will be processed within 7 days from the date your refund request was approved. Please note different financial institutions take longer to process payments which may delay the funds clearing in your account.

## **7. FORCE MAJEURE**

7.1. A Force Majeure event is an event outside our control that delays or hinders our ability to perform its obligations under this Policy.

7.2. A Force Majeure event includes but is not limited to fire, flood, earthquake or similar natural disasters, riot, war, terrorism, civil strife, labour disputes or disturbances, industry-wide material or services shortages outside our reasonable control, an outbreak of pandemic disease, governmental regulations, communication, technology or utility failures.

7.3. Dawn Collins Medium shall not be deemed in breach of any undertaking in this Policy for the delay in performing, or failure to perform, any of its obligations under this Policy if such delay or failure result from Force Majeure events.

7.4. Upon the occurrence of any Force Majeure Event, Dawn Collins Medium shall notify the purchaser of its inability to perform or delay in delivering products and services within 7 days.

7.5. Dawn Collins Medium shall propose revisions to the delivery schedule for products or services or termination of undertakings under this Policy where it is determined that performance is not possible because of the duration or effect of the Force Majeure event.

7.6. Where undertaking under this Policy is terminated as a result of a Force Majeure event, Parties agree every effort will be made by both parties to negotiate a financial arrangement to mitigate and share any loss resulting from the Force Majeure event.

## **8. CONTACT US**

8.1. To discuss this Policy or any refund, repairs or replacements; please contact us by:

- Email: [dawn@dawncollinsmedium.com](mailto:dawn@dawncollinsmedium.com)
- Phone: 0421 966 964