



REFUND POLICY

This Refund Policy (**Policy**) applies to the following purchases:

- membership fees;
- casual visit passes;
- promotional or upfront fees; and
- other miscellaneous items sold in-store.

1. General

- (a) We offer refunds, repairs and replacements in accordance with the Australian Consumer Law and on the terms set out in this Policy.
- (b) Any benefits set out in this Policy may apply in addition to consumer's rights under the Australian Consumer Law.
- (c) Before making a purchase, please read this Policy so that you can understand your rights and what you can expect from us if you are not satisfied with your order.

2. Australian Consumer Law

- (a) Under the Australian Consumer Law:
 - (i) Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the goods, you are entitled:
 - a. to cancel the purchase;
 - b. to a refund for the price of the goods; and
 - c. compensation for any damages or loss (whether direct or consequential) that was, or reasonably ought to have been, foreseeable by us.
 - (ii) If the failure with the service does not amount to a major failure, you are entitled to a re-supply of the goods within a reasonable time, or to cancel the purchase and be provided with a refund of any price paid.
- (b) We offer refunds, repairs, and replacements in accordance with the Australian Consumer Law.
- (c) The Australian Consumer Law provides a set of Consumer Guarantees which protect consumers when they buy products and services.
- (d) If the Australian Consumer Law applies, then we cannot avoid the Consumer Guarantees which it provides. If there is an inconsistency between this Policy and the Australian Consumer Law, the Australian Consumer Law will prevail.
- (e) Further information about the Australian Consumer Law and these Consumer Guarantees is available from the website of the Australian Competition and Consumer Commission.
- (f) 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. You may also be entitled to compensation for any reasonably foreseeable loss or damage resulting from that major failure.
- (g) If a product or service which you purchased from us has a failure which does not amount to a major failure (as defined in the Australian Consumer Law) then you may still be entitled to have the goods repaired or replaced.

3. Cancellation and Change of Mind

- (a) In the event that you receive the products or services you have purchased, as stated, but that you simply change your mind, we may, at our discretion, offer you a refund or exchange, provided that:
- (i) You notify us within 7 days of receipt.
 - (ii) In the case of services, the services have not already been performed.
 - (iii) The following conditions:
 - proof of purchase (e.g. a valid receipt), make the request within the required notice period, and ensure the service has not been used or commenced. Where applicable, any related items must be returned, and sufficient information provided to allow us to process the refund.

4. Exceptions

- (a) Notwithstanding the other provisions of this Policy, we may refuse to provide a repair, replacement or refund for a product or service purchased by you if:
- a. You misused the said product in a way which caused the problem.
 - b. You knew or were made aware of the problem(s) with the product or service before you purchased it.
 - c. You asked for a service to be done in a certain manner, or you asked for alterations to a product, against our advice, or you were unclear about what you wanted.
 - d. Any other exceptions that apply under the Australian Consumer Law.
- (b) The joining fee is non-refundable, unless otherwise agreed to by the gym's staff.

5. Response Time

- (a) We aim to process any requests for repairs, replacements or refunds within 5 days of receipt.

6. How to Return Products

- (a) You can contact us using the contact email provided at the end of this Policy to discuss a return using the information.
- (b) Unless otherwise defined in our sole discretion, we shall pay all refunds in the same form as the original purchase or to the same account or credit card used to make the original purchase.
- (c) To be eligible for a refund, repair or replacement, you must provide proof of purchase.
- (d) You may be required to provide a government issued identification to qualify for a refund, repair or replacement.

7. Contact Us

If you wish to speak to us about this Policy or about any refund, repairs or replacements, please contact us at: support@thegymonmoseley.com.au.