

# REFUND POLICY

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

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

1.1. At The Sensory Way, your satisfaction as our valued customer is our priority.

1.2. Under the term of this Policy, The Sensory Way 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 they buy products and services.

1.4. If the Australian Consumer Law applies to your purchase, then we cannot avoid the Consumer Guarantees which 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 The Sensory Way 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.

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

2.1. Products and services offered by our business 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, then 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>

## **3.0. 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, can no longer attend or find the same product or service cheaper elsewhere.

## **4.0. PRODUCTS DAMAGED DURING DELIVERY**

4.1. If a product which you ordered is damaged during delivery, you are required to contact us as soon as possible on [hello@thesensoryway.com.au](mailto:hello@thesensoryway.com.au) for further instructions.

4.2. Products damaged during delivery must be returned in the condition it was received in, together with any original packaging and any additional items you received with the delivery of the damaged product.

4.3. We will organise the repair of the damaged product or collection and replacement with a product of equal value and type,

or to provide a refund, provided that you contact us within **14 days** from the date you received the product.

## **5.0. EXCEPTIONS**

5.1. 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:

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

5.1.2. You knew or were made aware of the problem(s), issues or failures in the product or service before you purchased it.

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

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

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

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

## **6.0. SHIPPING COSTS FOR RETURNS**

6.1. If a product you purchased fails to meet one or more Consumer Guarantees under the Australian Consumer Law, we will pay for the costs of shipping the product (the "Returned Product") back to us and any shipping costs to send a replacement product to you.

6.2. If the Returned Product is easily returned or posted with minimal effort or expense, then it is your responsibility to organise the Returned Product to be returned to us.

## **7.0. PRODUCTS CONTAINING YOUR DATA**

7.1. If your products contain data, you are required to ensure that you back up any data to avoid data loss that may occur from the replacement or repair of the product.

7.2. It is your responsibility to remove any sensitive or confidential data as this data may be accessible by anybody who accesses your product or service to assesses or provide repairs.

7.3. The Sensory Way is not responsible for any data lost as a result of the repair or replacement of your products.

## **8.0 ASSISTANCE FROM MANUFACTURERS**

8.1. In some cases, manufacturers may assist with their products, and they may be able to resolve your issue more quickly.

8.2. In some cases, manufacturers may provide warranties for their products, which go beyond the Consumer Guarantees under the Australian Consumer Law or any other rights which you may have under this Policy.

8.3. You are not obliged to contact the manufacturer directly to seek a repair, replacement or refund. However, you may do so if you wish. Please advise us if this is the case.

## **9.0. RESPONSE TIME**

9.1. We aim to respond and process any requests for repairs, replacements or refunds within 21 days of having received them.

## **10.0. RETURNING PRODUCTS**

10.1. Please contact us immediately to discuss a return by emailing [hello@thesensoryway.com.au](mailto:hello@thesensoryway.com.au).

10.2 Products returned by post or courier must be sent with a viable tracking number to qualify for a return or refund.

## **11.0. PROCESSING REFUNDS**

11.1. Refund requests are only accepted within 14 days from the date of purchase. After this time, no refund applies.

11.2. Refunds will be paid by the same method as the original method or to the same bank account or credit/debit card used for the original purchase.

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

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

11.5. Refunds will be processed within 14 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.

## **12.0. FORCE MAJEURE**

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

12.2. 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.

12.3. The Sensory Way 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.

12.4. Upon the occurrence of any Force Majeure Event, The Sensory Way shall give notice to the purchaser of its inability to perform or of delay in delivering products and services within 21 days.

12.5. The Sensory Way 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.

12.6. 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.

### **13.0. CONTACT US**

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

- Email: [hello@thesensoryway.com.au](mailto:hello@thesensoryway.com.au)
- Phone: 0423 008 542