



CASEY BASKETBALL ASSOCIATION

REFUND POLICY

By legislation, customers will be entitled to a refund when a service fails to meet one of the consumer guarantees provisions.

The relative consumer guarantees are:

- a. Services will be provided with due care and skill;
- b. Services will be fit for purpose;
- c. Services will be provided within a reasonable time [when no time set].

However, just because one of the above guarantees is not met, doesn't give rise to an automatic right to refund. Whether a refund is available for breach of one of the above consumer guarantees will depend on the nature of the problem and whether that problem is a 'major problem' or a 'minor problem' as defined by law.

(In relation to registrations fees, the problem must be deemed a 'major problem')

Major Problem

A service will have a major problem if it:

- Has a problem that would have stopped someone from purchasing the service if they had known about it;
- Is substantially unfit for its normal purpose and can't easily be fixed within a reasonable time;
- The consumer informed the supplier that they required the service for a particular purpose, but the service and any resulting product did not achieve that purpose and cannot be easily made fit in a reasonable time; or
- The supply of service creates an unsafe situation.

Minor Problem

If the problem is not a major problem, it is a minor problem [can be fixed] and Casey Basketball is not required to provide a refund and Casey Basketball can choose how to fix the problem.

Partial refunds

If there is a major problem in Casey Basketball providing basketball administration services to a customer, the customer has the right to cancel the contract for such services and will have a right to a refund of their registration fee, up to the value of any part of the service not consumed.

Refund for change of mind

Customers **are not entitled to a refund** if they simply change their mind.