



# AGILITY DOG ASSOCIATION OF AUSTRALIA LTD

ABN 83 070 415 404

## REFUND POLICY

### **Introduction:**

This Policy provides guidance to determine in which circumstances a refund will be made, any charges to be deducted and the method of refund payment.

### **Purpose:**

The purpose of this Policy is to set out the procedure undertaken when an over payment has been received and/or a refund has been requested.

### **Policy Statement:**

This policy recognises that overpayments may be made to ADAA under different circumstances, and also that refunds may be sought from ADAA for different reasons. These reasons include error in calculation by ADAA, error in calculation by member or other payer, change in circumstances or receipt of defective good(s) or services. This policy addresses the different types of refunds sought, eligibility for the refund, calculation of the refund entitlement and payment of that refund.

### **Definitions:**

**Administration fee:** A fee that may be payable to ADAA to offset the administration costs incurred in processing a request from a member or other party. This fee may need to be paid direct to ADAA or may be deducted from refunds paid by ADAA.

**Credit Voucher:** A voucher issued by ADAA that may be used against any future purchases or charges (e.g. ADAA merchandise, title applications). In the case of credit vouchers for refunds, the Board may define an expiry date of not less than 12 months from date of issue.

### **Responsibilities:**

Treasurer – Assess and action all requests for Refunds

### **Procedure:**

#### **1. Calculation of refund entitlement (if any)**

##### **1.1 ADAA events**

Where goods and services for ADAA events have been booked and paid for (e.g. entries, meals, camping), refund entitlements may be specified in the official schedule. Cut-off dates, and associated refund entitlements, are to be determined based on the budgetary and booking commitments for the event. Where refund entitlements are not specified in the official schedule, the following will apply:

- 1.1.1 Request for refund prior to close of entries for the event: Refund of full payment, less any applicable Administration fees; or
- 1.1.2 Request for refund after close of entries but before the start of judging/scheduled commencement time (as appropriate): Refund of 50% payment, less any applicable Administration fees; or
- 1.1.3 Request for refund after the start of judging/scheduled commencement time (as appropriate): No refund entitlement.

All requests must be received by an ADAA official (for the event) by the cut-offs specified above, and must be confirmed in writing (email or post) within 7 days of the request.

### **1.2 ADAA merchandise**

In the case of merchandise purchased in error, there is no refund entitlement.

In the case of the return of a defective good, payment of a refund will be undertaken as dictated by the Trade Practices Act or Fair Trading Act (as applicable).

### **1.3 ADAA services**

Refunds will only be made for overpayment of ADAA services and/or services not yet provided.

In the case of the defective services, payment of a refund will be undertaken as dictated by the Trade Practices Act or Fair Trading Act (as applicable).

## **2. Payment of refund entitlement**

### **2.1 Error by ADAA**

The amount of overpayment, in full, will be refunded by cheque. The cheque will be posted to the postal address held on file or personally handed to the recipient.

### **2.2 Error by Payer**

Any errors made by the payer will attract a \$10 administration fee (and GST if applicable). Once the fee is deducted, the remaining amount will be paid under the following conditions:

#### **2.2.1 Amounts less than or equal to \$30.00**

Credit vouchers will be issued.

#### **2.2.3 Amounts greater than \$30.00**

A cheque will be issued.

### **2.3 Withdrawal of ADAA event entry by Payer**

Any withdrawal of ADAA entry made by the payer will attract a \$10 administration fee (and GST if applicable) to be deducted from the final refund amount calculated in terms of clause 1.1 of this Policy. Once the fee is deducted, the remaining amount will be paid under the following conditions:

#### **2.3.1 Amounts less than or equal to \$30.00**

Credit vouchers will be issued.

#### **2.3.3 Amounts greater than \$30.00**

A cheque will be issued.

### **2.4 Defective Goods and/or Services**

Where an application for refund relates to the return of a defective good or provision of defective services, payment of a refund will be undertaken as dictated by the Trade Practices Act or Fair Trading Act (as applicable).

### **Stakeholders to be consulted prior to policy change:**

Board of Directors, Treasurer

### **Related documents:**

All ADAA official event schedules

All ADAA Order Forms

ADAA Competition Cancellation Policy

Trade Practices Act 1974

Fair Trading Act (Qld) 1989

Fair Trading Act (NSW) 1987

<b>Date</b>	<b>Action (Created/Reviewed)</b>	<b>Created/Reviewed by</b>	<b>Next review due</b>
26 February 2006	Created	Board of Directors	
24 January 2008	Reviewed	Chairman & P Mead	1 March 2008
1 February 2008	Revised & Approved	Board of Directors	
18 July 2009	Reviewed	Board of Directors	26 August 2009
26 August 2009	Revised	Chairman	
Approved	Approved	Board of Directors	24 September 2009