



# Swimming Northern Territory

## Refund Policy

Version	Reviewed by	Board Approval Date	Next Review Date
2	SNT Board	28 March 2024	March 2026
1	SNT Board	1 June 2019	June 2021

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## 1. Introduction

The purpose of this document is to provide customers and members of Swimming Northern Territory (SNT) with a clear understanding of how (SNT) will handle a request for a refund in accordance with the Australian Competition Consumer Commission (ACCC) Consumer Guarantees.

## 2. Scope

2.1 **Products** – You have a right to seek a refund if the goods you bought:

- a) are faulty.
- b) are unfit for their purpose (they don't do what they are supposed to do).
- c) do not match the description or sample you were shown.
- d) have defects that were not obvious or were not brought to your attention when you bought them.
- e) do not meet the express warranties.
- f) if repairs and spare parts are not available where applicable.
- g) if the title to goods is not transferred to you as the purchaser (not applicable to hire or lease items).
- h) if you are not subject to undisturbed possession of goods (not applicable if payment plan is defaulted against or the hire/lease period expires).
- i) if there are undisclosed securities on goods.

2.2 **Services** – You have a right to seek a refund if the services you purchased:

- a) were not provided with an acceptable level of due care and skill.
- b) were not fit for a particular purpose.
- c) were not supplied within a reasonable time.
- d) included a proven technical error occurring on the national online membership or meet entry system, resulting in a negative financial effect on the user (eg transaction debited twice due to system error).
- e) are conducted during a period of incapacitating long-term illness or long-term injury sustained by the athlete after the purchase of the service (eg. Hospitalisation after the close entries for a particular event)

2.3 You **do not** have a right to seek a remedy if you:

- a) simply change your mind, decide you do not like your purchase or have no use for it.
- b) buy the wrong item.
- c) damage or use goods in an unreasonable or unintended manner.
- d) discover you can buy the goods or services more cheaply elsewhere.
- e) examined the goods before buying and ought to have seen any obvious fault.
- f) had a defect drawn to your attention before buying.
- g) are unhappy with a service that you insisted on having carried out in a particular way, did not make clear what service you wanted and what you wanted it to achieve.
- h) did not rely upon, or unreasonably relied upon, the seller's skill or judgment when choosing a product or service.
- i) you are ill on the day of a competition.
- j) you are unable to attend an event which has been published.



- 2.4 You **are not** entitled to claim against Swimming NT where the failure to meet a consumer guarantee is due to:
- a) something someone else said or did, unless it was an SNT agent or employee.
  - b) an event that was beyond the seller's control (for example bad weather or delays in delivery).

### **3. Refund Procedures**

If a product or service you buy fails to meet a guarantee, you have a right to a remedy such as:

- refund
- repair
- replacement or exchange
- compensation
- cancellation of contract

The remedy you are entitled to will depend on whether the failure to comply with the guarantee is major or minor. There are three steps you can take to try to fix the problem:

1. Contact Swimming Northern Territory
2. Contact ACCC or a third party
3. Take Legal action.

#### **3.1 SNT Refund Processes**

##### **3.1.1 Swim Meet Refunds**

If your refund request is in relation to services purchased from SNT relating to any SNT conducted swimming meets you may seek:

###### **3.1.1.1 Refunds Prior to Meet Program Production.**

- a) Apply for a refund within Swim Central by completing all steps and providing an adequate reason for the withdrawal up until the production of the Meet Program or earlier than 48 hours prior to the commencement of the Meet.
- b) Notify SNT by email at [admin@nt.swimming.org.au](mailto:admin@nt.swimming.org.au) that a refund has been requested and list the event this applies to.

###### **3.1.1.2 Refunds after Meet Program Production:**

To request a refund in this instance, contact SNT directly by email at [admin@nt.swimming.org.au](mailto:admin@nt.swimming.org.au) within one week of the swim meet in question and ensure to include the following:

- a) Name and contact details.
- b) Information about the swim meet in question.
- c) Evidence of original purchase and purchase date.
- d) Requests for refund due to athlete long term illness or long-term injury must include medical evidence to substantiate the request.
- e) Requests for refund due to technical error must include evidence of duplicate financial transactions.
- f) Explain your problem with the service.
- g) Explain the outcome you want.



3.1.1.3 Refunds due to Meet Cancellation by SNT or other organiser due to Acts of God or other circumstances.

- a) All refunds in this instance will be at the discretion of SNT, and or the meet organiser as well as the Meet Referee / Technical Manager.
- b) Refunds are not guaranteed in this instance.
- c) Depending on circumstance the Meet in question will be either cancelled or rescheduled for a different date.
- d) SNT will notify all competitors and their families verbally on the day if the meet is cancelled and within one week by email if the event is to be rescheduled or cancelled and event entry monies refunded.

### 3.1.2 **Membership Services Refunds**

Membership refunds will only be considered for genuine mistakes. To request a refund:

- a) Request a refund through Swim Central, within 14 days of the purchase date.
- b) Contact the Swimming Club whose membership you have purchased to advise that you have made an error and have requested a refund.
- c) Contact SNT by email: [admin@nt.swimming.org.au](mailto:admin@nt.swimming.org.au) within 14 days of the transaction in question and ensure you include the following details in your correspondence:
  - Name and contact details.
  - Information about the membership in question.
  - Evidence of original purchase and purchase date.
  - Requests for refund due to technical error must include evidence of duplicate financial transactions.
  - Explain your problem with the service.
  - Explain the outcome you want.

### 3.1.3 **Goods Purchased or any Service Not Listed Above**

If your request relates to any goods or service purchased from SNT, but is not listed above the follow this process to request a refund.

- a) Email: [admin@nt.swimming.org.au](mailto:admin@nt.swimming.org.au).
- b) Ensure you include the following details in your correspondence.
- c) Name and contact details.
- d) Information about the goods in question.
- e) Original order number and purchase date.
- f) Explain your problem with the good.
- g) Explain the outcome you want.

It is your responsibility to return the goods unless the cost of doing so is significant.

Request for refunds will be acknowledged by SNT within one working week.



#### **4. Policy Promotion**

This policy will be made available to all members via the Swimming NT website. This policy will be communicated to all staff members, board members, committee members and regional committees when necessary.

#### **5. Review**

This policy will be reviewed by the Board of Swimming Northern Territory every 2 years from the date of approval by the SNT Board.

#### **6. Additions Or Amendments**

In addition to the scheduled review of this policy recommended changes to the policy may be submitted to the Board of Swimming Northern Territory for consideration, at any time. In the event that the changes are accepted, the policy will be updated, dated and circulated to all relevant stakeholders.

#### **7. Related Links**

[Australian Competition & Consumer Commission](#)