

# Returns Policy

**This policy is to be read in conjunction with GDNA's Terms & Conditions**

It is the customer's responsibility to inspect all goods upon receipt. Please check goods immediately. Proof of purchase is necessary for a product return. Items with customised decoration, for example printing or embroidery will not be accepted for refund or exchange. Refund or exchange will be available on items that are in original condition\* (subject to stock availability) for a period of 7 days.

To make a claim for refund or exchange, please visit us at Carr Confoy Park, Park Rd, Goulburn East 2580 on game days during the netball season.

Do not under any circumstances post the item/s to Goulburn & District Netball Association Inc without prior authorisation. No responsibility will be taken for goods returned using this incorrect procedure. If the goods are faulty, Goulburn & District Netball Association Inc will incur any shipping charges and send you the correct products if required. The products will be returned to the manufacturer for inspection. This process may take up to 10 working days from when Goulburn & District Netball Association Inc receives the product/s.

*\*Original condition: means that items have no personalised decoration, no damage, are unworn, all labels and tags intact and are in their original packaging.*

## Terms & Conditions

**This policy is to be read in conjunction with GDNA's Returns Policy.**

### 1. DEFINITION

1. "Suppliers" mean Goulburn & District Netball Association Incorporated.
2. "Purchaser" means the person ordering the goods the subject of this Contract.
3. "Goods" means the goods supplied by Supplier - Goulburn & District Netball Association Incorporated
4. "Date of delivery" is the date upon which the goods are delivered to the premises of the Purchaser or to the Purchasers nominated carrier.
5. "The Monies Due" includes the purchase price for the goods and any delivery and freight charges, G.S.T. and extra packaging charges, if any.

### 1. GENERAL

1. The only contractual terms which are binding upon the Suppliers are those set forth herein or otherwise agreed to in writing by the Suppliers and those which imposed and which cannot be excluded by law. All other conditions, warranties, representations, statements and obligations, whether expressed or implied which would otherwise be binding on the Suppliers are to the extent permitted by law hereby expressly excluded and negative

### 1. ORDERS

1. Unless and until a Credit Account is opened in favour of the Purchaser by the Suppliers, orders shall only be accepted by the Supplier on the basis of payment for the order being made at the time the order is placed.
2. Orders for non stocked goods and custom made goods;
  1. Shall only be accepted by Suppliers when such orders are in writing and;

### 2. PRICE AND PAYMENT

1. Prices of goods are subject to periodic change.
2. Non stocked goods will be quoted accordingly.
3. The Suppliers payment terms are that payment shall be made by the Purchaser to the Suppliers for all goods supplied upon pickup.
4. After a credit account has been opened for the Purchaser, the Suppliers will accept and despatch orders on the basis that payment will be received by the Suppliers within 30 days from date of invoice.
5. If payment is not made in accordance with Clause 5.3 then interest and administrative charges calculated at the overdraft interest rate charged to the suppliers by the bank shall accrue on the monies due and payment shall be credited by the Suppliers firstly against any interest and administrative charges due.
6. Monies due by the Purchaser to the Supplier shall become payable immediately upon the Purchaser committing any act of insolvency.

1. Shall not be subsequently cancelled by the customer unless agreed to in writing by the Suppliers.

## 1. **CREDIT CLAIMS**

Goods may only be returned to the Suppliers subject to the conditions as follows:

- 4.1 The Suppliers must be notified by the Purchaser of the Purchaser's intention to return goods and the return MUST be authorised by the Company in writing by the issuing of the supplier's authorisation number before such return is effected.
- 4.2 The Suppliers shall not accept the return of goods unless such goods are returned to the Suppliers within seven days of the date of receipt by the Purchaser of such goods pursuant to an order.
- 4.3 Goods returned must be accompanied with the relevant invoice number, the Supplier's authorisation number and the name and address of the Purchaser and via the Supplier's nominated carrier.
- 4.4 The Purchaser shall be responsible for all charges and costs incurred in the return of goods unless the Suppliers determine otherwise.
- 4.5 Credit claims for shortages must be notified to the Suppliers in writing within 48 hours of receipt of the goods.
- 4.6 The Suppliers shall not accept or agree to a credit claim made where the Purchaser has had the goods delivered directly to the Purchaser's printers or embroiderers or any other party other than the purchaser.
- 4.7 Credit claims shall not be accepted by the supplier where the goods are samples, unless returned within 10 days.

## 1. **RISK**

1. Risk in the goods shall pass to the Purchaser at the date of delivery and the Purchaser shall insure all goods that are at its risk.

## 1. **TITLE**

1. Notwithstanding that Risk in the goods shall pass to the Purchaser as herein provided, the full legal and beneficial title to and ownership of the goods shall be retained by and remain with the Suppliers absolutely, until the whole of the monies due under the invoice are paid in full.
2. In the event that the Purchaser defaults in the terms of payments for the goods, the Suppliers shall have the right to retake possession of the goods by adopting whatever lawful means may be necessary where ever such goods may be located and the Supplier shall have the right themselves or by their servants, employees, agents or authorised representatives to enter the Purchaser's premises without any such person being deemed a trespasser to retake possession of the goods situated or stored thereon.
3. The Purchaser may sell the goods to a third party provided that the proceeds of any such sale are kept separate from all other monies held by the Purchaser.

7.4 The Purchaser hereby acknowledges that the Suppliers have a lien over all goods in the possession of the Suppliers which belong to and are owned by the Purchaser to secure payment of any monies due to the Suppliers.