

1 – DEFINITION

1. This policy relates to any product that is sold by Coral Coast Distributors (Cairns) Pty Ltd T/A Urban Rampage, that may be returned by the customer for a refund, repair or exchange, if the product is found to be defective or failed to perform as described.
2. These options are offered in accordance with the *Australian Consumer Law* and on the terms set out in this *Consumer Returns & Refund* ('Company Policy').
3. Other company policies and procedures must also be taken into consideration when carrying out duties and when applying this policy.

2 – AUSTRALIAN CONSUMER LAW

1. Under the *Australian Consumer Law*:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- a. *to cancel your service contract with us; and*
- b. *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other foreseeable loss or damage from a failure in the goods or service.

2. We offer refunds, repairs, and replacements in accordance with the *Australian Consumer Law*.
3. The *Australian Consumer Law* provides a set of Consumer Guarantees which protect consumers when they buy products and services.
4. If the *Australian Consumer Law* applies, then we cannot avoid the Consumer Guarantees which it provides. If there is an inconsistency between this Policy and the *Australian Consumer Law*, the *Australian Consumer Law* will prevail.
5. Further information about the *Australian Consumer Law* and these Consumer Guarantees is available from the website of the *Australian Competition and Consumer Commission*.
6. 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. You may also be entitled to compensation for any reasonably foreseeable loss or damage resulting from that major failure.
7. If a product or service which you purchased from us has a failure which does not amount to a major failure (as defined in the *Australian Consumer Law*) then you may still be entitled to have the goods repaired or replaced.

3 – NORTHERN TERRITORY CONSUMER AFFAIRS

1. Under the *Northern Territory Consumer Affairs* guidelines, Urban Rampage is obligated to offer a purchase refund if goods supplied to a customer do not meet the consumer guarantee. The problem must be fixed by providing a remedy such as a refund, repair or replacement.
2. Furthermore, Urban Rampage are obligated to refund the value of an item or exchange it for a new item, if the item is deemed a major problem. Or, Urban Rampage are obligated to repair an item if the item can be repaired easily, and within a reasonable amount of time.
3. Under the *Northern Territory Consumer Affairs* guidelines, Urban Rampage are not permitted to display unlawful signage such as or similar to:
 - a. 'No Refunds';
 - b. 'No Refund on Sale Items'; and/or
 - c. 'Exchange or Credit Note Only for Return of Sale Items'.
4. Under the *Northern Territory Consumer Affairs* guidelines, Urban Rampage are permitted to display signage such as:

- a. 'No Refunds will be Given if You Simply Change Your Mind'

4 – SCOPE

1. Urban Rampage's *Consumer Returns & Refunds Policy* applies to its various faulty goods processes, warranties, and guarantees which are strictly governed by Federal and State mechanisms such as, but not limited to:
 - a. ACCC – Australian Competition & Consumer Commission;
 - b. ACL – Australian Consumer Law; and/or
 - c. NTCA – Northern Territory Consumer Affairs
 - d. DMIRS – Department of Mines, Industry Regulation & Safety of Western Australia
 - e. OFT – Office of Fair-Trading Queensland
2. Urban Rampage are required to display its *Returns & Refunds Policy (CP0005)* in a prominent position in all retail outlets.
3. Urban Rampage are obligated to display the *Australian Consumer Law – Returns & Refunds* poster in a prominent position in all retail outlets. *(Image 1.)*
4. Urban Rampage acknowledges the rights for customers to return faulty goods under the item's specific warranty terms for either replacement, repair or refund.
5. Urban Rampage is committed to addressing faulty goods returns fairly, promptly and professionally and ensuring all customers and claims are treated equally.

5 – WHEN REFUNDS, REPAIRS or REPLACEMENTS ARE GRANTED

1. A customer is entitled to a refund, repair or a replacement of an item when the following criteria is satisfied:
 - a. The customer can produce a tax invoice relative to the sale of the particular faulty item or the particular sale can reflect on the customer's Centre-Pay or After-Pay account history.
 - b. The tax invoice indicates the date of sale to be within the item's warranty expiry date.
 - c. The tax invoice indicates the item's serial number matching the faulty item. *(This may only apply to certain higher value electronic items).*
 - d. After inspection, it is found that the faulty item can be repaired in a timely manner and returned back to the customer.
 - e. After inspection, it is deemed a major failure and cannot be repaired or be repaired in a timely manner. In which case the customer can decide to have the value of the item refunded or the item can be replaced. If the exact item is no longer available, then Urban Rampage will offer a similar model or style not lesser in value to the replaced item.
 - f. Under some circumstances, particular items may be exchanged for a different colour or size. In which case the item must be returned in a clean & unused condition accompanied with the following:
 - i. Garment tags;
 - ii. Undamaged boxing & packaging;
 - iii. Associated instruction manuals & warranty cards;
 - iv. Associated cables, chargers, batteries & adaptors.

6 – WHEN REFUNDS, REPAIRS or REPLACEMENTS ARE NOT GRANTED

1. A customer is not entitled to a refund, repair or a replacement of an item under the following circumstances:
 - a. When the customer simply has a change of mind, a dislike of the colour, or they have seen that particular item elsewhere for a cheaper price.
 - b. The customer cannot produce a tax invoice relative to the sale of the particular faulty item or the particular sale cannot be found on the customer's Centre-Pay or After-Pay account history.
 - c. The tax invoice indicates the date of sale to be outside the item's warranty expiry date.
 - d. The tax invoice indicates a different serial number to that of the faulty item. *(Again, this may only apply to certain higher value items).*
 - e. After inspection it was found that the item was used by the customer in a manner that is contrary to the manufacturer's instructions and/or guidelines causing the failure or damage. This also includes misuse, abuse and/or neglect of the item.
 - f. The failure of the item was directly or indirectly related to the item being altered, enhanced or tampered with in any way what so ever, either by the customer or a third party not authorized or instructed to perform such alterations, enhancements or tampering.
 - g. After inspection it is discovered that the item has been exposed to excessive moisture, excessive heat, chemicals or water immersion.

- h. After investigation it is found that the item has undergone a method of laundry cleaning that was contrary to the manufacturer’s instructions and/or guidelines. *(This applies to clothing and footwear).*

7 – TIMEFRAMES

1. Urban Rampage is committed to resolving warranty claims quickly, fairly and unbiased. Sometimes delays with replacements and repairs are beyond the control of Urban Rampage. The time taken to replace or repair an item may vary depending on the following:
 - a. Immediate stock availability from the store of purchase;
 - b. Stock or spare parts availability from the national warehouse;
 - c. Stock or spare parts availability on the next supplier shipment; and
 - d. Transportation and logistical times.
2. If it is discovered that the replacement or repair of a faulty item will exceed an acceptable timely nature, then Urban Rampage will offer the customer a refund or another item of similar style or design.

8 – CONCLUSION

1. Urban Rampage understands that sometimes customers experience anger and anguish when a purchased item fails for them. However Urban Rampage has a zero-tolerance policy for verbal or physical abuse towards staff and/or management. Particular situations of such activity may be handed over to local authorities for further action. This kind of behaviour may also affect or delay the warranty process time of the failed item.
2. Customers are entitled to contact associated Australian Governing bodies if they feel their claim was unfair, biased or delayed.
 - a. ACCC Info Centre - 1300 302 502
 - b. Consumer Affairs Northern Territory - 1800 019 319
 - c. Dept. Mines, Industry Regulation & Safety Western Australia - 1300 304 054
 - d. Office of Fair Trading Queensland - 13 74 68

australian consumer law

Refunds and returns

We are not required to provide a refund or replacement if you change your mind.

But you can choose a refund or exchange if an item has a **major** problem. This is when the item:

- has a problem that would have stopped someone from buying the item if they had known about it.
- is unsafe
- is significantly different from the sample or description
- doesn't do what we said it would, or what you asked for and can't be easily fixed.

Alternatively, you can choose to keep the item and we will compensate you for any drop in value.

If the problem is **not major**, we will repair the item within a reasonable time. If it is not repaired in a reasonable time you can choose a refund or replacement.

Please keep your proof of purchase—e.g. your receipt.

  Australian Competition & Consumer Commission

ACCC Infocentre 1300 302 502
www.accc.gov.au

Image 1.