



# **NEP MELBOURNE**

## ***RETURNS POLICY***

V1.1 14 March 2019

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We genuinely believe you will be thrilled with the products you purchase from NEP Melbourne. That's because we go out of our way to ensure that they're formulated and made to be just what you need. We understand, however, that sometimes a product may not be what you expected it to be. In that event, we invite you to review the following terms related to returning a product.

Importantly, the rights described in this policy are in addition to the statutory rights to which you may be entitled under the Australian Consumer Law and other applicable Australian consumer protection laws and regulations.

Please note there may be limitations on your right to return and obtain a refund for products, however these limits will always be subject to your statutory rights.

For any undamaged product, simply return it with the original receipt and original packaging within 30 days of the date you receive the product and we'll exchange it or offer a refund based upon the original payment method. If 30 days has elapsed by since your purchase, unfortunately we will not offer you a refund or exchange.

Several types of goods are exempt from being returned. Such items include, but are not limited to:

- Gift cards
- Downloadable products
- Some health and personal care items

To complete your return, we require a receipt or proof of purchase.

There are certain situations where only partial refunds are granted:

- Any item not in its original condition, is damaged or missing parts for reasons not due to our error.
- Any item that is returned more than 30 days after delivery

We aim to dispatch orders on the same week as the order, so if you want to cancel an order without incurring a cost for returning unwanted items to us, you will need to do it before your order is dispatched. If you do cancel an order, please let us know via e-mail to [order@nepmelbourne.com](mailto:order@nepmelbourne.com). Once your order has been confirmed, we are usually unable to make changes.

You have a legal right to cancel a contract which starts from the date we confirm your order has been despatched, which is when the contract between us is formed. If the products have already been delivered to you, you have a period of thirty (30) days in which you may cancel, starting from the day after the day you receive the products. Days mean calendar days, including weekends and public holidays.

To cancel a contract, please contact us in writing to tell us by sending an email to [order@nepmelbourne.com](mailto:order@nepmelbourne.com) or by sending a letter to NEP Melbourne, PO Box 490, Patterson Lakes VIC 3197. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you sent us the email or posted the letter to us. You need to inform us of your decision to cancel before the 30 day cancellation period has expired.

Where you have cancelled a contract and the products have already been delivered to you, you should return them to us as soon as possible and in any event no later than 30 days after the day you inform us of your right to cancel. You can return products by sending them to our Returns Address below.

Unless the products are faulty or not as described, you will be responsible for the cost of returning them to us. You have a legal obligation to keep the products in your possession and to take reasonable care of the products while they are in your possession.

## **REFUNDS**

If you cancel a contract within the 30 day cancellation period, you may receive a full refund of the price you paid for the products and any applicable delivery charges you paid for. You will not be refunded for any costs you have incurred for returning the products to us.

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

If your return is approved, then your refund will be processed, we will refund you on the credit card or debit card used by you to pay for the products, unless you expressly tell us otherwise.

Where the products have already been delivered to you, we will process the refund due to you as soon as possible and, in any case, within 30 calendar days after the day on which we receive the returned products, or (if earlier) within 30 calendar days after the day you provide us with evidence that the products were returned to us. Where the products have not been delivered to you, we will process the refund within 30 calendar days after the day we were informed of your decision to cancel the contract.

We have a legal duty to supply products that conform with the descriptions and specifications in the contract between you and us. As a consumer, you will always have legal rights in relation to products that are faulty or not as described which are not affected by your cancellation rights above. If you have returned the products to us because they are faulty or mis-described, we will refund the price of a defective product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

Returns Address: NEP Melbourne, PO Box 490, Patterson Lakes VIC 3197.

## **IN THE EVENT OF A DAMAGED PARCEL**

We're very sorry if the products you looked forward to receiving arrived damaged. We do our best to pack them safely, but even the most carefully prepared parcel can get dropped or jostled en route to your house. If your item is damaged, faulty, or different to how it was described follow these easy steps:

- Take a photo of the item/s
- Send the photo to [order@nepmelbourne.com](mailto:order@nepmelbourne.com) along with your order reference number
- Our team will contact you to arrange the return of the product.

We will send you a pre-paid postal label to use when returning the item to us. Once the item/s have been received and reviewed, you will either receive your new items (for exchange), or a refund for the cost of the purchase. We will only replace items if they are defective or damaged. Refunds will be issued directly to the payment card or account used for the purchase. Email notification will be sent once the return has been processed. Please allow up to seven days for the refund to process. Nothing in these Terms and Conditions affects your statutory rights.

## **IN THE EVENT OF A CHANGE OF MIND**

If you wish to exchange your item/s please follow these easy steps:

- Contact our team at [order@nepmelbourne.com](mailto:order@nepmelbourne.com)
- Return the item to: PO Box 490, Patterson Lakes VIC 3197.

If you are cancelling your order because you've changed your mind, please note that you will have to pay the costs for returning the goods.

We will only replace items if they are defective or damaged. Once the item/s have been received and reviewed, you will either receive your refund for the cost of the purchase. Refunds will be issued directly to the credit card or Paypal account used for the purchase. Email notification will be sent once the return has been processed. Please allow up to seven days for the refund to process.

## **LATE OR MISSING REFUNDS**

If you haven't received a refund yet, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at [admin@nepmelbourne.com](mailto:admin@nepmelbourne.com).

## **SALE ITEMS**

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

## **GIFTS**

If the item was marked as a gift when purchased and shipped directly to you, you'll receive a gift credit for the value of your return. Once the returned item is received, a gift certificate will be mailed to you.

If the item wasn't marked as a gift when purchased, or the gift giver had the order shipped to themselves to give to you later, we will send a refund to the gift giver and he will find out about your return.

## **SHIPPING**

To return your product, you should mail your product to: PO Box 490, Patterson Lakes, VIC, 3197, Australia.

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund. Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

If you are shipping an item over \$75, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

## **THE CONTRACT**

When we confirm acceptance of your order by confirming the products have been despatched a legally binding contract will exist between us. If we do not confirm acceptance we will refund your payment.

Your order constitutes an offer to us to buy a product. If we believe a customer acts against these Terms and Conditions, we reserve the right to cancel or suspend their order.

This includes non-payment of ordered products and fraudulent use of our website and/or sales. We also reserve the right to bar certain e-mail addresses and telephone numbers

from accessing our website to place orders. We will not accept an order from any customer who we have suspended.

Ownership of the products will only pass to you when we have received full payment. A person who is not party to the contract shall not have any rights under or in connection with it.

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