



Returns and Refunds Policy

By using, browsing or reading the Website or our Social Network Pages or purchasing any Products through the Website, the Company's application, Social Network Pages or other ecommerce websites, applications or other platforms (including, but not limited to, eBay, Amazon and Alibaba), you acknowledge and agree to the following Policy. Please read the Policy prior to ordering from the Company, as the Company will not be responsible for customers not reading the Policy before purchase. In addition to this Policy, other important conditions are applicable to you, including our Privacy Policy and Terms and Conditions.

1. Definitions and interpretation

1.1. Headings

The headings contained in this Policy are for your convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Policy.

1.2. Definitions

The following definitions apply to this Policy:

- (a) 'Big and Bulky Products' are large Products where extra handling and additional resources are required to facilitate delivery. Additional Delivery Fees and requirements may apply. To check whether or not Products you are ordering are affected, please look at the Product description when placing your Order.
- (b) 'Business Day' means a weekday in which trading banks are open for the transaction of banking business in Canberra, Australia.
- (c) 'Content' is defined in paragraph 1.1 of these Terms.
- (d) 'Company' means The Spot Sensory Shop Pty Ltd (ACN 667 127 611).
- (e) 'Delivery Address' means the address to which the Products are to be delivered as stated on the electronic Order form on the Website or other e-commerce platforms, excluding post office boxes.
- (f) 'Delivery Agent' means any nominated delivery or shipping company for the delivery of Products.
- (g) 'Delivery Fee' means the fees charged by the Delivery Agent of the Company or a supplier for the delivery of Products.
- (h) 'GST' has the meaning provided by A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (i) 'Law' means any written rule or collection of rules, including, but not limited to, any statute, act, legislative enactment, regulation, order or rule, ordinance, by-law, determination, custom or policy recognised and enforceable by judicial decision.
- (j) 'Order' means a request by you to purchase Products from the Company in accordance with these Terms.



- (k) 'Personal Information' means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonable be ascertained, from the information or opinion.
- (l) 'Policy' means this Returns and Refund Policy, found on the Website (and for the avoidance of doubt, a reference to Policy also includes the Privacy Policy and Terms and Conditions).
- (m) 'Price' means the purchase price of each Good as specified on the Website (and for the avoidance of doubt, including GST, if GST is payable).
- (n) 'Privacy Policy' means the Company's Privacy Policy, found on the Website.
- (o) 'Product' is defined in paragraph 1.1 of the Terms and Conditions.
- (p) 'Returns and Refund Policy' means this Returns and Refund Policy, found on the Website (and for the avoidance of doubt, a reference to Policy also includes the Privacy Policy and Terms and Conditions).
- (q) 'Social Network Page' means any social network page maintained by the Company (including, but not limited to, the Company's Facebook, Twitter, LinkedIn, Pinterest, Instagram and Google+ pages).
- (r) 'Special Delivery' means Products that require special delivery (e.g. Big and Bulky Products).
- (s) 'Terms' or 'Terms and Conditions' means the Company's Terms and Conditions, found on the Website (and for the avoidance of doubt, a reference to Policy also includes the Privacy Policy and Terms and Conditions).
- (t) 'you', 'your', 'customer' or 'purchaser' is a reference to customers and clients of the Company and anyone viewing this Website.
- (u) 'we', 'us' or 'our' is a reference to the Company.
- (v) 'Website' means www.spotsensoryshop.com.au.

1.3. Interpretation

- (a) Words in the singular form shall be construed to include the plural and vice versa unless the context otherwise requires.
- (b) Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.
- (c) Examples shall not be construed to limit, expressly or by implication, the matter they illustrate.
- (d) The word 'or' is not intended to be exclusive and the word 'includes' and its derivatives means 'includes, but is not limited to' and corresponding derivative expressions.
- (e) No consideration shall be given to the fact or presumption that one party had a greater or lesser hand in drafting these Terms.
- (f) Interpretative techniques, including, but not limited to, ejusdem generis and expression unius est exclusio alterius, are not to be used to interpret any provision contrary to the benefit of the Company.



2. Acceptance of the Terms

2.1. You accept the Policy by using the Website or purchasing Products from the Company. You may also accept the Policy by clicking to accept or agree to the Policy where this option is made available to you by the Company in the user interface.

3. Application of the Returns and Refund Policy

3.1 This Returns and Refund Policy (the 'Policy') applies to all purchases made by phone to The Spot Sensory Shop Pty Ltd, online at www.spotsensoryshop.com.au (the 'Website'), through the Company's application, through any other ecommerce website, application or other platform (including but not limited to eBay, Amazon and Alibaba) and by any other method associated with the Company.

3.2. By using this website, purchasing any products through the Company or purchasing any products on other ecommerce websites, you acknowledge and agree to this Policy.

4. Suppliers

4.1. The Company sources products from suppliers. All products available on the Website and on other ecommerce websites (including but not limited to eBay, Amazon and Alibaba) are supplied by suppliers. These suppliers are also responsible for fulfilling the order, including the delivery of the product(s) to The Spot Sensory Shop Pty Ltd.

5. Order cancellation

5.1. You may only cancel an order prior to the order being processed at our premises. To cancel a product, send an email to sales@spotsensoryshop.com.au, attaching your proof of purchase and identity. The Company will then confirm with you whether the order has been processed and therefore whether cancellation is possible. If cancellation is possible, upon cancelling the order, the Company, or our supplier, will refund your payment in accordance with this Policy.

5.2. If the order has already been processed then cancellation is not possible and you will need to pursue returns and refunds as outlined below. In this case, you will be required to return the products at your own expense to a location of our choice. The Company, and our suppliers, reserve the right to charge an administration fee to cover ours, and their, reasonable costs in respect of your cancelled order. Additionally, any refund provided will be in accordance with this Policy.

6. Faulty items, warranty and returns

6.1. Please refer to the relevant product description on the Website for details of the warranty on the product. Not all products come with warranties. For products with warranties, warranties are supplied by the supplier responsible for supplying the products or their associate. The Company does not provide warranties.

6.2. Should you receive a product that does not work on arrival or the incorrect product was shipped to you, a replacement product may be offered to you, subject to availability. If a replacement product is not available, the Company, or our supplier, may provide you with a full refund. In order to receive a replacement product or a full refund, you must contact the Company within 5 Business Days of receipt of the product and the product must be returned to the Company, or our supplier, within 10 Business Days of receipt.



6.3. Where a product is provided with a warranty by a third party provider or supplier and a warranty issue occurs beyond the initial receipt, please contact the Company by emailing sales@spotsensoryshop.com.au and outlining the details of the problem. The Company will liaise with our suppliers. Often issues can be easily resolved through communication without the goods needing to be returned. The Company may arrange for you to speak with the telephone support of our suppliers or the manufacturer of the goods to assist with any technical issues.

6.4. Personalised, configure-to-order or customized products may not be returned or exchanged under any circumstances, unless such product did not work on arrival. You must contact the Company within 5 Business Days of receipt of the product and the product must be returned to the Company, or our supplier, within 10 Business Days of receipt.

6.5. All products returned will be at customer's expense. Return postal costs will be advised at the time of authorisation of the return.

6.6. All products must be packaged in the original packaging and include any accessories, manuals, documentation, registration and bonus offers that were shipped with the product. The products must also be packaged in an acceptable manner. For your own protection, the Company recommend that you register the returned parcel at your own expense. The Company, or our suppliers, will not be responsible for any parcel that is not delivered.

6.7. The Company, or our suppliers, will check all returned goods prior to a replacement or refund being offered. If no fault is found, the product will be returned at the customer's expense.

7. Australian consumer law

7.1. The Company, or our suppliers, will provide refunds pursuant to the Competition and Consumer Act 2010 (Cth) (the 'Act') if the product(s) you purchased:

(a) are not of merchantable quality;

(b) are not fit for its purpose; or

(c) do not match the product description.

7.2. In such circumstances, you should return the product(s) within a reasonable time of 5 Business Days and provide the Company, or our supplier (as determined by the Company), with:

(a) proof of purchase by producing the original order confirmation emailed to you;

(b) the product(s) listed on the confirmation with all original packaging and include any accessories, manuals, documentation, registration and bonus offers that were shipped with the product;

(c) suitable identification to identify yourself as the original purchaser;

(d) details of the fault or use with the product; and

(e) a statutory declaration that the fault or issues were not caused by you.

7.3. The Company may issue a store credit in place of a refund. This remains at the absolute discretion of the Company.

7.4. The customer must present all necessary documentation (including, but not limited to the tax invoice, web order ID, suitable ID and the Product(s) in question).

8. Non-refundable Products

8.1. Subject to the Act, non-refundable Products include, but are not limited to:

- (a) gift cards;
- (b) pre-paid cards, such as music, photo, video or phone cards;
- (c) digital content;
- (d) consumable Products (including, but not limited to batteries);
- (e) Products that are damaged or abused;
- (f) where the unique product serial number has been obscured, defaced, removed or does not match records of stock carried by the Company, or our suppliers;
- (g) Products that are missing accessories (including, but not limited to remote controls, cords and cables);
- (h) etched or otherwise personalised or customised Products;
- (i) open computer software, movies, music or video games;
- (j) hygiene based Products;
- (k) where you have changed your mind or found a cheaper product elsewhere; and
- (l) where you ordered the wrong Product.

9. Unwanted goods

9.1. The Company does not accept responsibility for unwanted goods.

10. Hygiene based products

10.1. Due to health and hygiene concerns, the Company is prohibited from accepting returns or providing refunds on any of the following (but not limited to) Products:

- (a) bathroom, shower and toilet aids, including, but not limited to, toothbrushes and hairbrushes;
 - (b) daily living aids that may come into contact with the mouth or body;
 - (c) clothing such as compression garments
 - (d) all Products which contact the mouth or body when used, including, but not limited to, chew necklaces / jewelry.
- 10.2. For the protection of our customers, we cannot accept exchanges or returns of any hygiene based Products.
- 10.3. Generally, given the nature of the Products sold by the Company and the quality control processes the Company employs, we do not accept returns, except as otherwise stated in the relevant Product description.



10.4. If a Product is damaged on delivery, you should refuse to take receipt of that Product and notify the Company immediately.

10.5. If you notice damage to a Product after delivery, you should contact the Company immediately. We may, if the Product is unused, arrange for a return Product in accordance with this Policy.

10.6. Where a bonus offer includes a hygiene based Product which is a non-returnable item, the value of the bonus offer will be subtracted from the purchase price of the Product being returned and you will be refunded or credited the difference.

11. Shipping, lost packages, courier claims and missing Products

11.1. The company and our suppliers do our best to make the ordering process as quick as possible. While our suppliers ship most orders within one or two Business Days, some orders may take additional or extended time periods to process. This is particularly the case with Products that maybe out of stock.

11.2. Most, but not all, Products are shipped by The Spot Sensory Shop Pty Ltd using domestic postal services such as, but not limited to, Australia Post, TNT, Toll, IPEC, Courier Please, Allied Express and Star Track. Once your package is handed to the carrier, it is up to the carrier to deliver it to you within their promised time. In the unlikely event that something goes wrong during transit, we will assist you in tracking your package with our suppliers to help you receive your product(s) within a reasonable time.

11.3. Shipping damages or shortages must be reported to the carrier and the Company within 3 Business Days of receipt. Claims cannot be opened after this time. Products will not be shipped, or replaced, until the courier and the supplier have completed their investigations.

11.4. Once the investigation is complete, it will be the responsibility of the supplier to re-ship your item. It will be at the Company and the supplier's complete discretion as to whether a refund will be offered in place of the Product being re-shipped. Please note however that it is unlikely that a refund will be offered. Please also note that there are no refunds on courier claimed Products. Any replacement Product (if offered) will be re-shipped to the address provided at time of ordering.

11.5. Please ensure that you have purchased the appropriate insurance for your package. The Company, is not responsible for claims that have been under insured.

11.6. Missing Products must be reported within 3 Business Days of receipt. Products will not be replaced after this time. The Company, may require pictures of packaging and the Products as they were delivered to you.

11.7. If you notice that your package has not been delivered to you, it is up to you to inform the Company. If you notice that your package was delivered and signed for and you were not the one to receive it, it is up to you to inform the Company within 2 Business Days of the delivery so that it can be investigated. Please note that the carrier and the supplier will complete their investigation and Products will not be shipped, or replaced until the investigation is complete.

11.8. If something is returned to the Company or a supplier, either because a customer refuses the package, or for a return, the customer is responsible for shipping costs. If the package is undeliverable because of an incorrect address, customer not being home, or otherwise, the package will be returned to sender. Shipping costs will not be refunded, and your package may be subject to refund or restocking fees as per this policy.



12. Returns and refunds

12.1. If you cancel an order prior to the order being processed by The Spot Sensory Shop Pty Ltd, you will be charged an unrecoverable merchant fee for the cancellation. The unrecoverable merchant fee is normally a 3% to 5% non-refundable credit card fee. This can change based on the customer's original order. These merchant fees are not refunded to the Company by the credit card and payment processor (including, but not limited to, PayPal, Stripe, Shopify and others) if you cancel an order and the Company will not be responsible for these fees should you change your mind. If you cancel an order prior to the order being processed, you will also be charged an additional 10% administration fee to cover the costs associated with having the Company's staff process your cancellation.

12.2. If a cancellation after the order has been processed by The Spot Sensory Shop Pty Ltd, is accepted by the Company, you will be charged an unrecoverable merchant fee for the cancellation. The unrecoverable merchant fee is normally a 3% to 5% non-refundable credit card fee. This can change based on the customer's original order. These merchant fees are not refunded to the Company by the credit card and payment processor (including, but not limited to, PayPal, Stripe, Shopify and others) if you cancel an order and the Company will not be responsible for these fees should you change your mind. If a cancellation after the order has been processed is accepted by the Company, you will be charged an additional 30% restocking fee.

12.3. If there is a problem with your order and we have attempted to contact you with no response for 3 or more Business Days, your order will be refunded as per this Policy. We are not responsible for customers entering incorrect details on this Website or when placing orders with the Company, or if your email server routes our emails messages to a junk or spam folder.

12.4. No returns are permitted after 10 Business Days from the Delivery Date.

12.5. A 30% restocking fee is applicable on all returns or exchanges.

12.6. All purchased Products are non-refundable. We do not repair products. Our suppliers may choose to replace defective parts, but this is at their complete discretion. Our suppliers only provide new retail Products to our customers and do not keep opened stock.

12.7. No returned merchandise will be accepted without a valid return authorisation number on the shipping label. To obtain this number, the customer should be prepared to give the following information:

(a) customer name and address;

(b) serial number of the Product(s);

(c) description of the malfunction or defect (if any);

(d) proof of date of purchase or receipt;

(e) specifications concerning model number, and any options, such as colour, optional accessories, etc.

12.8. Where a suppliers offers a warranty and accepts the return of a Product for repair, in additional to any terms set out by the supplier, the manufacturer or their representative, the following additional terms will apply:

(a) A 5% (of the price of the Product) labour charge, plus return shipping charges will be assessed on Products or accessories returned for warranty repair.



- (b) Return shipments are solely the customer's liability. If the Product was returned to the Company and it was damaged prior to or during its shipment, the supplier is under no obligation to honour the warranty.
- (c) The customer is responsible for shipping and insurance to the Company's or the supplier's location. The Company is not responsible for Products lost during shipment. Make sure you have enough insurance coverage.
- (d) The Company or the supplier cannot guarantee that any Product will be delivered on a specific date.
- (e) Repaired Products will be considered abandoned if no contact with the customer can be made within 3 Business Days of receipt. At that time, the abandoned merchandise will become the property of the Company.
 - (f) Accessories should not be returned with the repair item. The Company is not responsible for accessories that are and/or are not returned with the repair item.
 - (g) Warranty is provided by the supplier or the manufacturer of the Product or their representative directly, not by the Company.
 - (h) Warranties and warrantable items provided by suppliers or manufactures are handled by the relevant supplier or manufacturer directly and will follow their applicable policies, instructions and terms and conditions.

12.9. If a refund is granted by the Company, in additional to any terms set out by the Company, the manufacturer or their representative, the following additional terms will apply:

- (a) All Products returned for a refund must be in absolute perfect and new condition, in original carton with all manufacturers accessories included.
 - (b) No refunds or exchanges are permitted for all clearance and end of line Products.
 - (c) A minimum restocking fee of 30% is applicable to all returned Products.
- (d) Missing accessories, documentation or bonus Products will result in a reduced credit amount by the actual replacement costs of those items.
 - (e) Warranty cards (if initially provided by the supplier or the manufacturer) must be left blank.
 - (f) Original Products packaging must not be defaced or altered in any way.
- (g) If a Product is purchased in a new condition and returned in a condition that it cannot be resold as new (i.e. damaged, scratched, with missing or damaged packaging, or missing parts), either no refund will be provided or an additional 30% (or higher) refurbishment fee will be applied.
- (h) Products initially returned as defective, whose defect cannot be verified, will incur a restocking fee, as well as a freight charge for replacement shipping.
 - (i) Products initially shipped 'double-boxed' must be returned to us, or the supplier, in like fashion.
 - (j) Shipping charges are not refundable.
 - (k) The purchaser is responsible for the shipping and insurance to the Company or the supplier's location. The Company, is not responsible for items lost during shipping.
 - (l) Credits will be posted to the appropriate account within 20 Business Days of receipt.



- (m) Any freight damaged goods should be reported immediately within 3 Business Days of receipt to the carrier. We are not responsible for lost packages. We do not issue refunds for missing Products.
- (n) Customers will receive less than full credit on any Products returned to sender as either refused or undeliverable (other than freight damaged goods) due to return shipping charges. No returns are accepted beyond 5 Business Days from the Delivery Date.
- (o) Warranties and warrantable items provided by suppliers or manufactures are handled by the relevant supplier or manufacturer directly and will follow their applicable policies, instructions and terms and conditions.

12.10. When packaging an item for return:

- (a) use the original box and packaging materials;
- (b) under no circumstances will be damaged packaging be accepted; and
- (c) include a copy of your invoice/receipt inside the package.

12.11. When shipping an item for return:

- (a) you are responsible to pay for the shipping to the Company and the cost of shipping the item back to you;
- (b) we recommend that you insure your package, as we will not be responsible for any damage to or loss of the unit until it is received in our facility;
- (c) we recommend you use a traceable shipping method; and
- (d) we are not responsible for any loss or damage.

13. Terms and Conditions and Privacy Policy

13.1 For the avoidance of doubt, the provisions within the Company's Terms and Conditions (including, but not limited to the limitation of liability provisions) and Privacy Policy form part of this Policy and apply to you.

14. Questions

14.1. If you have any questions about this Policy or other policies of the Company, please contact us.

Last reviewed: 22 May 2023