

Thank you for choosing to shop with *Melbourne Powered*. We appreciate your support!

Please sure that you have read *and* understood the following terms and conditions in each of the policies below *prior* to finalising your purchase. If you are confused by any part(s) of the policies, please do not hesitate to contact us via email at [info@melbournepowered.com.au](mailto:info@melbournepowered.com.au).

## 1 WARRANTY POLICY

- 1 *Melbourne Powered* is compliant with the regulations and requirements under the *Australian Consumer Law* in relation to consumer rights.
  - 1.1 All goods provided by *Melbourne Powered* are of an acceptable quality and standard, as is required by the *Australian Consumer Law*. This means that our goods are fit for their purpose - that is to allow consumers to ride a bicycle in a more efficient and timely manner.
  - 1.2 All *Melbourne Powered* consumers are provided with a **free 12-month warranty** for each product purchase for any defects that may arise during the 12-month period. This warranty will begin as at the date of delivery of their product to the consumer.
    - 1.2.1 All circumstances covered under this warranty will not be subject to any subsequent charge or payment by the customer.
  - 1.3 *Melbourne Powered* endorses a **Warranty Against Defects**. This means that all consumers are covered for any defects that occurred to products or during services provided by *Melbourne Powered*.
  - 1.4 Under the *Melbourne Powered Warranty Against Defects Policy*, consumers **are** covered for:
    - 1.4.1 Necessary repairs to products purchased;
    - 1.4.2 Necessary replacements to products;
    - 1.4.3 Resupply or fixing any problem with services provided by *Melbourne Powered* within a reasonable time; and
    - 1.4.4 Provide a form of compensation to consumers.
  - 1.5 Methods of compensation available for unsatisfied consumers include:
    - 1.5.1 Return and refund of full purchase price (See '**Refund and Returns Policy**'); or
    - 1.5.2 Repair or replacement of product defect.
  - 1.6 Consumers are **not** covered under this policy for any damage to the product caused:
    - 1.6.1 through, or during an attempt(s) to modify the product;
    - 1.6.2 by accidental circumstances;
    - 1.6.3 by misuse or abuse of the product;
    - 1.6.4 by ordinary and reasonable 'wear and tear' day-to-day use of the product; or
    - 1.6.5 by failure by the consumer to follow the general care instruction provided by the manufacturer.
  - 1.7 **Optional Warranty Extension:** Consumers are eligible for an extension to the original 12-month warranty if their product is installed by the *Melbourne Powered* staff. Once this condition is met, the consumer can have their warranty extended from 12-months to a **24-month period**.
    - 1.7.1 The extension to warranty will not come at any additional cost to consumers if all conditions above are met.
    - 1.7.2 NOTE: Installation service by *Melbourne Powered* are **only** available to consumers who have purchased the product from *Melbourne Powered*. Similar products purchased from other suppliers or manufacturers are not able to be installed or covered under this warranty.
  - 1.8 **NOTE:** *Melbourne Powered* will **not** be responsible for any issues or damage that occurs through the fault or ignorance of consumers.

## 2 REFUND AND RETURNS POLICY

- 2.1 *Melbourne Powered* is compliant with the refund and returns provisions under the *Australian Consumer Law*.
- 2.2 Consumers **can** receive a refund or replacement if there is a *major issue* with the product. This means if the product:
- 2.2.1 is faulty (including if the consumer only discovers the fault after using the product);
  - 2.2.2 is not equivalent to the description provided;
  - 2.2.3 is not equivalent to the sample or demo provided;
  - 2.2.4 does not perform a purpose or outcome stated by a *Melbourne Powered* employee; or
  - 2.2.5 does not meet the consumer's expectations.
- 2.3 To receive any refund or replacement, all consumers must provide a proof of purchase. An acceptable form of proof of purchase include:
- 2.3.1 a copy or photograph of the receipt of purchase;
  - 2.3.2 a GST tax invoice; or
  - 2.3.3 a credit or debit card statement.
- 2.4 Returns of products to *Melbourne Powered* will be at the expense of the consumer, unless the expense of return to *Melbourne Powered* is a significant cost or the product is too large in size to return.
- 2.5 Replacements of products will be delivered to consumer at no additional expense within **14 business days** after the date the Replacement Form is received.
- 2.5.1 Consumers must file a **Replacement Form** via email to [info@melbournepowered.com.au](mailto:info@melbournepowered.com.au)
- 2.6 Refunds will be received within **14 business days** after the date the **Refund Form** is sent. Consumer refunds will be paid through the original payment method used for purchase. (e.g. if paid for by Credit Card X, the refund will be paid to Credit Card X)
- 2.6.1 Consumers must file a **Refund Form** by email to [info@melbournepowered.com.au](mailto:info@melbournepowered.com.au)
  - 2.6.2 Consumers will not receive a refund until the product is returned to *Melbourne Powered*.
  - 2.6.3 Consumers will be notified by telephone call or email if any delays to refunds occur due to unforeseen circumstances. In such case, refunds will be paid outside 14 business days limit.
- 2.7 **NOTE:** Consumers will **not** receive a refund or replacement of a product if a consumer merely changes their mind by law.

## 3 SHIPPING POLICY

- 3.1 All orders are processed and ship within **1-2 business days** from the date of purchase. Although, Consumers should allow for additional days in transit when ordering products. Orders will **only** be shipped to addresses **within Australia**.
- 3.1.1 Orders are **not** shipped or delivered on weekends or public holidays.
  - 3.1.2 Consumers will be notified by telephone call or email if there are any delays in the shipping or any changes are made to the delivery date due to unforeseen circumstances. This may occur when *Melbourne Powered* is experiencing a high volume of orders.
- 3.2 Consumer will receive a **Shipment Confirmation Email** once the order has shipped containing your tracking number(s). The tracking number will be active within 24 hours from dispatch of the product.
- 3.3 **NOTE:** *Melbourne Powered* will not be responsible for any damage that occurs during shipping.
- 3.4 Consumers are not required to pay any additional costs for shipping. Shipping charges are as displayed and calculated at checkout.
- 3.4.1 **NOTE:** Delays to the delivery date may occasionally occur to consumer's transactions.
  - 3.4.2 The estimated delivery time for consumers will be as follows:

Shipment Method	Estimated Delivery Time	Shipment Cost
Australian Post	3-5 business days	FREE
TNT Express Shipping	3-5 business days	FREE

