Darling Downs Potters' Club Inc. (DDPC)

Refund & Returns Policy

1. Purpose

This policy establishes a consistent and compliant framework for refunds, returns, credits, and transfers for goods, services, classes, and memberships provided by The Darling Downs Potters' Club (DDPC).

2. Scope

This policy applies to:

- All members and non-members purchasing goods or services.
- All classes, workshops, and courses delivered by The DDPC.
- All payments made to The DDPC.

3. Legislative Framework

This policy operates in accordance with the Australian Consumer Law (ACL) and does not exclude or limit statutory consumer rights.

DDPC is a company limited by guarantee, incorporated and regulated under the Corporations Act 2001 (Cth) and overseen by the Australian Securities and Investments Commission (ASIC). Governance matters, including the approval of refunds under this policy, are carried out by the Board of Directors consistent with their duties under the Corporations Act 2001 (Cth), including the duties of care and diligence, good faith, and proper purpose.

4. Policy Statement

The DDPC is committed to:

- Complying with all legal obligations regarding consumer guarantees.
- Providing fair and transparent refund processes.
- Balancing customer service with the financial sustainability of the Club.

5. Consumer Law (Goods & Services)

5.1 Consumer Guarantees

Goods and services supplied by The DDPC will:

- Be of acceptable quality.
- Be fit for purpose.
- Match description or sample.
- Be delivered with due care and skill.

5.2 Remedies

Where a consumer guarantee is not met:

- Major failure: Customer may choose a refund.
- Minor failure: DDPC may choose to repair, replace, or refund.

5.3 Change of Mind

Refunds for change of mind are not required under law and are provided only where explicitly stated in this policy.

5.4 Refund Conditions

- Proof of purchase is required.
- Refunds will be processed via the original payment method where practicable.
- Goods may be inspected prior to approval.

6. Resource Purchases (Clay and Glazes) (Change of Mind Returns)

- Clay may be returned within 14 days of purchase where:

The bag is unopened, sealed, and in original condition.

Proof of purchase is provided.

- Returns that do not meet these conditions will not be accepted.
- This section applies only to change-of-mind returns and does not affect rights under consumer law.

Refunds will not be provided where goods have been:

- Misused, altered, or damaged after purchase.
- Sold with faults clearly disclosed.

7. Shared Firings

7.1 Cancellation of a Shared Firing Slot

- Refunds are available where a firing slot is cancelled 5 or more days prior to the scheduled firing.
- Where cancellation occurs within 5 days of the scheduled firing, a refund will only be provided if the slot can be filled by another member. If the slot cannot be filled, no refund will be given.

8. Gallery Purchases (other than Clay and Glazes)

8.1 Consumer Guarantees

All goods sold must:

- Be of acceptable quality.
- Be fit for purpose.
- Match their description.

8.2 Handmade Items

Customers acknowledge that:

- Items are often handmade and may contain minor variations or imperfections.
- Such characteristics do not constitute faults where the item is otherwise of acceptable quality.

8.3 Faulty or Defective Goods

Where a product fails to meet a consumer guarantee:

- Major failure: The customer is entitled to a refund or replacement.
- Minor failure: The DDPC may choose to repair, replace, or refund the item.

All claims will be assessed on a case-by-case basis.

8.4 Change of Mind

Refunds are not provided for change of mind, including where a customer:

- No longer wants the item.
- Changes preference.
- Purchases incorrectly.

8.5 Refund Process

- Proof of purchase is required.
- Items may be inspected before a remedy is provided.
- Refunds will be processed via the original payment method where practicable.

Refunds will not be provided where goods have been:

- Misused, altered, or damaged after purchase.
- Sold with faults clearly disclosed.

Approved refunds will be processed within a reasonable timeframe.

8.6 Approval Authority

Gallery members should seek input from a member of the Board of Directors regarding gallery refund requests. Where there is a clear and obvious fault and the gallery member is comfortable doing so, they may issue the refund directly. Where the position is unclear, or the gallery member is not comfortable issuing the refund, the request will be referred to the Board of Directors for a decision.

9. Classes, Workshops & Courses

9.1 General Conditions

- Participants are responsible for ensuring availability prior to enrolment.
- Enrolment constitutes acceptance of The DDPC terms and policies.

9.2 Participant Cancellations

More than 2 weeks' notice:

- Full refund.

2 weeks' or fewer notice:

- Refund only if the place is filled prior to commencement.
- Refund requests within 48hrs of a class/workshop will not be refunded.

Where a participant seeks to withdraw less than two (2) weeks prior to the class commencement due to exceptional personal circumstances beyond their control, they must notify the Class Coordinator as soon as practicable. Any request for a refund or transfer in these circumstances will be considered by the Board of Directors on a case-by-case basis.

Exceptional circumstances may include, but are not limited to:

- Serious illness or injury.

- Serious illness, injury, or death of an immediate family member.
- Unforeseen and unavoidable work or legal obligations.
- Natural disasters or emergency events.
- Government-imposed restrictions affecting attendance.

Approval Authority: Where a refund request falls outside the 2-week notice period, any member of the Board of Directors may approve the refund. Where a request falls within the 2-week notice period, including requests made under exceptional circumstances, the request will be referred to the full Board of Directors for discussion and decision.

The following circumstances will generally not be considered exceptional:

- Change of mind.
- Scheduling conflicts or double bookings.
- Travel plans or personal commitments.
- Choosing to take on extra work or overtime.

9.3 Missed Classes

- No refunds are given for missed classes.
- Make-up sessions are typically not offered but may be considered under exceptional circumstances at the discretion of the Board of Directors.

9.4 After Commencement

- No refunds or transfers once a class has commenced.

9.5 Cancellation by The DDPC

- Full refund; or
- Transfer.

9.6 Transfers

- Must be requested in writing.
- Subject to availability and approval.

10. Membership Fees

Membership fees are non-refundable except where required by law, where a membership application is not ratified by the Board, or where approved by the Board of Directors under exceptional circumstances.

Any request for a membership refund must be submitted within 30 days of the fee being paid. Requests made outside this period will typically not be considered.

Where a membership refund is approved, it will be processed as soon as reasonably practicable.

11. Refund Process

- Requests must be submitted in writing and include:

Name.

Transaction details.

Reason for request.

- Approved refunds will be processed within a reasonable timeframe.

12. Responsibilities

Role	Responsibility
The Board of Directors	Approval and oversight of policy.
Treasurer	Processing refunds and financial compliance.
Class Coordinator	Communicating policy to participants.
Members	Compliance with policy terms.

13. Review

This policy will be reviewed annually or earlier if:

- Legislative changes occur.
- Operational needs change.