

## ***Gone Fishin Sales Pty Ltd Terms and Conditions Refund/Return Policy***

By visiting our website, you agree to be bound by the Terms and Conditions outlined in this agreement. This Agreement outlines the Terms and Conditions bound to all Gone Fishin Sales P/L transactions incorporating store, online, phone, direct deposit and email ordering.

In these Terms and Conditions "we" or "us" means Gone Fishin Sales P/L ABN 80 273 145 155 and "you" means the person, organisation or entity that purchased the products or related services from us.

By using this site to complete a transaction you are accepting our terms and conditions and you acknowledge that you are over the age of 18 years. If there are any losses as a result of a transaction from a minor, Gone Fishin Sales P/L has the right to recover costs/losses from the parents or guardians of that minor.

### **Privacy and Information**

Gone Fishin Sales P/L privacy policy is simple. Any information given to us from you is only used for the purpose of completing your transaction or to notify you of promotions and services that we might have. Your information will not be sold to outside companies.

### **Security Measures**

We have strict security measures in place for your personal information. We use secure servers when receiving or sending information, however, we accept no responsibility for any misuse or loss of information provided to us which has been submitted by you.

### **Disclaimer**

Gone Fishin Sales P/L provides general information on their site about what they can offer. Gone Fishin Sales P/L reserves the right to change, remove or delete anything on their site at any time without notice. Gone Fishin Sales P/L shall not be liable in any way for any damages or viruses arising from accessing their site or the use of their site, regardless of claim.

### **Links**

This website may have links to other sites. These sites are not in our control and we encourage that you review each one as we are not responsible for them. They are provided for your convenience.

## **Governing Law**

These terms and conditions shall be governed by and construed in accordance with the laws of Victoria and shall be subject to the non-exclusive jurisdiction of the courts of Victoria.

## **Copyright**

All material and intellectual property available on this website is the property of Gone Fishin Sales P/L at all times. No permission is given to copy or reproduce any material from this website.

## **Placing Your Order**

Orders will only be accepted and posted within Australia. Placing an order is completed by filling an order on this website. After you have placed your order, an order number will be issued. This will be done by email.

By placing an order, you are agreeing to the order via our terms and conditions. After payment is received and if for any reason your order cannot be processed, we will contact you by email or telephone.

Gone Fishin Sales P/L reserves the right to refuse orders/service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.

## **Payment Methods and Processing**

Gone Fishin Sales P/L accepts Paypal, Afterpay, Zip Pay and credit card payments and will ship orders when funds have cleared into Gone Fishin Sales P/L relevant accounts. Orders placed on a weekend or a public holiday will be shipped on the next available business day.

## **GST**

All prices quoted on this website are inclusive of GST except for items that are exempt from GST. Items that include GST, and the total GST paid will be clearly marked on the invoice.

## **Prices**

Gone Fishin Sales P/L will always try to achieve competitive pricing. Gone Fishin Sales P/L reserves the right to change prices for products displayed on our website at any time.

## **Supply of Products/Backorders**

Supply of product is subject to availability. Stock availability is shown on the site. Some products that are not in stock may be backordered. This is displayed on the site when ordering. Orders will be shipped when they arrive into stock. You will be contacted regarding any back orders. An estimated delivery will be provided if known.

## **Delivery Times**

All orders on this website are processed within 48 business hours. If there are any unforeseeable delays, you will be contacted by our customer service team. Orders will be

delivered by a courier service of our choosing or from Australia Post. If you require postal insurance, then additional charges may be required. Please request this at the time of ordering. Once an order has been shipped, we are not responsible for items lost/damaged.

You are liable for items once sent. If you have not received your order in the expected time frame then please contact us. 03 9770 8142

### **Force Majeure**

Gone Fishin Sales P/L shall not be liable for any delay in performing any of its obligations under these terms and conditions, if such delay is caused by circumstances beyond reasonable control, Gone Fishin Sales P/L shall be entitled to a reasonable extension of time for the performance of such obligations.

### **Faulty/Warranty claim on an Item**

If an item is received and you think it is faulty or is a warrantable product, it is your responsibility to contact us within a reasonable time of receiving the product, we will then arrange for return and/or replacement of the product. Cost for return and redelivery of product will be worn by you the customer. \*

### **Returns/Refunds**

Gone Fishin Sales accept returns and refunds in line with Australian consumer law.

Specifically:

- Product is faulty or damaged
- Product is significantly different from description /demonstration
- Product cannot do what consumer told the salesperson they needed it to do
- The product is unsafe

We do not issue refunds or accept returns for change your mind, unless exceptional circumstances exist. \*This is at the discretion of Gone Fishin owners.

Notification within 30 days of receiving goods is required for return/refund\*. Products are to be returned to Gone Fishin Sales at customer's expense. \*

Used items such as terminal tackle, hooks and some lures will not be refunded unless there is a manufacturers defect.

*Gone Fishin Sales will do their utmost to ensure that all customers receive quality products and will assist with product issues to ensure that you are happy with your purchase.*

We are happy to discuss and assist with any issues regarding purchases. (03) 9 770 8142.

\*Unless exceptional circumstances exist

### **Changes to our policy**

This policy may be changed/updated at any time without notice. This will be done via an updated version on our website.

*Updated 1/06/21*

