

P. O Box 988 GLEBE NSW 2037 www.bdabooks.com.au

Return and Refund Policy

Last updated: 31 October 2024

Thank you for shopping at BDA Books.

If, for any reason, You are not completely satisfied with a purchase We invite You to review our policy on refunds and returns.

The following terms are applicable for any products or services that You purchased with Us.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Return and Refund Policy:

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to BDA Books, P. O. Box 988 GLEBE NSW 2037.
- **Digital Goods** refer to the digital items offered for sale on the Website, which are downloaded from the Website after purchase.
- **Free Trial** refers to a limited period of time that may be free when purchasing a Subscription.
- **Goods** refer to the items offered for sale on the Website (including Digital Goods and Physical Goods).
- Orders mean a request by You to purchase Goods or Services from Us.
- **Services** refer to the services offered for sale on the Website.

- Website refers to BDA Books, accessible from https://www.bdabooks.com.au/
- **You** means the individual accessing or using the Website, or the company, or other legal entity on behalf of which such individual is accessing or using the Website, as applicable.

Your Services Order Cancellation Rights

You are entitled to cancel Your Order for Services within 14 days without giving any reason for doing so.

Eligibility for Refunds

You may be eligible for a refund under the following circumstances:

- We fail to deliver the Services as agreed upon in the contract or agreement.
- You cancel the Services within a specified cancellation period, as outlined in the contract or agreement.
- You encounter technical issues or errors that prevent them from accessing or using the Services, and We are unable to resolve the issue within a reasonable time frame.

Refund Process

To request a refund, You must follow the following process:

- Contact Us within the timeframe specified.
- Provide relevant information and documentation to support the refund request.
- We will review the request and determine its eligibility for a refund.
- If the refund request is approved, We will initiate the refund process within a reasonable time frame.

Refund Methods

Refunds will be issued using the same payment method used for the original transaction, unless otherwise agreed upon between Us and You. The Company may also offer alternative refund methods at its discretion.

Non-Refundable Fees

Certain fees may be non-refundable, as specified in the contract or agreement. These may include setup fees, administrative fees, or any other fees explicitly stated as non-refundable.

Partial Refunds

In some cases, We may offer partial refunds based on the portion of the services that have been delivered or used by You. The calculation of partial refunds will be determined by Us.

Dispute Resolution

If You disagree with Our decision regarding a refund request, You may request further review or resolution through Our designated dispute resolution process.

Your Order Cancellation Rights: Goods

You are entitled to cancel Your Order for Goods within 14 days without giving any reason for doing so.

The deadline for cancelling an Order is 14 days from the date on which You received the Goods or on which a third party you have appointed, who is not the carrier, takes possession of the product delivered.

In order to exercise Your right of cancellation, You must inform Us of your decision by means of a clear statement. You can inform us of your decision by:

- By email: <u>webmaster@bdabooks.com.au</u>
- By visiting this page on our website: https://bdabooks.com.au/Contact.html
- By mail: P. O. Box 988 Glebe NSW 2037

We will reimburse You no later than 14 days from the day on which We receive the returned Goods. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

Conditions for Returns of Goods

In order for the Goods to be eligible for a return, please make sure that:

- The Goods were purchased in the last 14 days
- The Goods are in the original packaging

The following Goods cannot be returned:

- The supply of Goods made to Your specifications or clearly personalised.
- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.

We reserve the right to refuse returns of any merchandise that does not meet the above return conditions in Our sole discretion.

Only regular priced Goods may be refunded. Unfortunately, Goods on sale cannot be refunded. This exclusion may not apply to You if it is not permitted by applicable law.

Returning Goods

You are responsible for the cost and risk of returning the Goods to Us. You should send the Goods at the following address:

BDA Books P. O. Box 988 Glebe NSW 2037 Australia

We cannot be held responsible for Goods damaged or lost in return shipment. Therefore, We recommend an insured and trackable mail service. We are unable to issue a refund without actual receipt of the Goods or proof of received return delivery.

Your Digital Goods Order Rights

Rights Digital Goods, including digital content, eBooks, audiobooks, digital magazines and newspapers, digital templates, Access Codes, and gift cards, are not returnable or refundable once they have been accessed.

Digital Goods purchases are final once they have been accessed, and we do not accept any returns or requests for refunds.

All Digital Goods will have an online preview. Please ensure that You have selected the correct product before proceeding with your Order.

However, if you have accessibility, compatibility or quality issues with your content, please contact Us for assistance.

Gifts

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

If the Goods weren't marked as a gift when purchased, or the gift giver had the Order shipped to themselves to give it to You later, We will send the refund to the gift giver.

Subscriptions

Subscription period

The Website or some parts of the Website are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Website until the end of Your current Subscription period.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Website after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

Free Trial

The Company may, at its sole discretion, offer a Subscription with a Free Trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free Trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free Trial has expired. On the last day of the Free Trial period, unless You canceled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Contact Us

If you have any questions about our Returns and Refunds Policy, please contact us:

- By email: webmaster@bdabooks.com.au
- By visiting this page on our website: https://bdabooks.com.au/Contact.html
- By mail: P. O. Box 988 Glebe NSW 2037