

# amaysim Device Store Returns and Refund Policy

Valid as of October 2017

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## **1. Returns**

### **(a) amaysim Limited Warranty**

In addition to your consumer guarantees, amaysim provides to all customers a 24 month warranty for any goods purchased from amaysim with respect to defects in material and workmanship. You will be entitled to replacement or repair for any manufacturing defect during this 24 month period. Unless there is a breach of the consumer guarantees (see below), you will be responsible for postage of the item back to amaysim. We will cover the cost of postage of the item back to you if it fits within the terms of the amaysim Limited Warranty.

This amaysim Limited Warranty will not apply in the following circumstances:

- (i) Normal wear and tear;
- (ii) Damage caused by misuse, modification or faulty installation of the product;
- (iii) Using the product not in accordance with the manufacturer's recommendations;
- (iv) Water damage or other liquid ingress;
- (v) Transportation or packaging;
- (vi) Exposure to environmental conditions not recommended by the manufacturer, including lightning strike;
- (vii) Where the item has been opened, tampered with or repaired by anyone other than an authorised agent of the manufacturer;
- (viii) Where the serial number or IMEI number has been removed, modified or is not readable.

### **(b) Consumer Guarantees**

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage that results from it. You are also entitled to have goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Your product comes with consumer guarantees that it will be fit for purpose, lasting, acceptable in appearance, safe to use and free from faults for a reasonable period of time.

If your product has a major failure, you have an option to:

- a) Have it replaced; or
- b) Receive a refund

If the goods do not have a major failure, then we will repair or replace the goods, including through the provision of refurbished goods or parts. Please ensure you back up your data prior to sending any mobile phone back to us for assessment. You should be aware that any assessment of a mobile phone may result in a loss of data.

**Dead on Arrival** – Please contact us as soon as you become aware of a product that fails to function upon arrival so that we can attend to your claim immediately.

If you have issues with any services, you may be entitled to cancel the service if the service is unfit for the purpose that you expressly informed us of, or if the service is not complying with the specifications that we have listed on our website, or in other written material. We may troubleshoot your problem to determine if your issues are caused by the device you are using, or to determine if your issues can be resolved by an upgrade.

For more information on your rights under the Australian Consumer Law please see <https://www.accc.gov.au/consumers/consumer-rights-guarantees/consumer-guarantees>

### (c) **Lodging Claims**

As you will be responsible for return shipping costs in the event no fault is found, we **strongly recommend** contacting the manufacturer of the product for technical support prior to lodging a claim for a faulty product with amaysim.

All claims for defective products should be directed to amaysim and include the RMA code:

If you don't have an RMA Code, you **MUST** contact [shop@amaysim.com.au](mailto:shop@amaysim.com.au) before returning an item

Address: amaysim Australia Handset Returns,  
Suite 133/30  
514 Christine Ave  
ROBINA QLD 4226

Email: [shop@amaysim.com.au](mailto:shop@amaysim.com.au)

Phone: 02 8317 3373

In the event that our technician assesses the product and no fault is found, you will be responsible for return shipping costs.

Please ensure that you provide us with all information on the defect so that we are able to assess it properly. Claims must be accompanied by proof of purchase.

To the extent permitted by law and subject to your non-excludable statutory rights and warranties, amaysim excludes all warranties and liabilities (other than as contained in this document) including liability for any loss or damage whether direct or indirect arising from your goods or services, or their use or non-use.

## **2. Returns Policy for changes of mind**

Note that we do not provide a refund for change of mind unless you are within any cooling off periods as required under the Australian Consumer Law, or the following applies:

- (a) **Return or Exchange Prior to Shipping:** A full refund is available at any time prior to shipping. This includes pre ordered items. It may also be possible to exchange your item prior to shipping from the amaysim warehouse. Please use our "contact us" page <https://shop.amaysim.net.au/contactus/> to send an email form. If the item has already been shipped at the time that your form submission is processed by amaysim representatives, the case will be treated as an 'unopened box' return. Please see terms and conditions for this return type below.
- (b) **Within 30 days of receipt, unopened box:** Included with every order is a 30 day returns policy. You can claim a full refund or exchange of the item value (excluding shipping fees) on unused and unopened items. The item must be sent back to our nominated address accompanied by a amaysim-issued RMA code. Shipping back to the nominated amaysim address (including shipping fees) is the responsibility of the customer and transfer of ownership does not

occur until the item has been received, inspected and the refund offer accepted. The item must be received by us within 30 days of receipt of an RMA code.

- (c) Within 30 days of receipt, opened box: You may return or exchange items that are less than 30 days old for a partial refund of the item value. The items must be in good condition (condition to be determined at the sole discretion of amaysim) and the exchange will incur a minimum \$35 restocking fee per item, and excludes any shipping costs. All 'opened box' returns will be discounted from the price paid on the following basis:

- (i) All open box items are assessed based on the following guidelines. Please note that the values described are offered as a minimum diminished value and will be affected by the condition of the item and its packaging. The value of the item is assessed as being the complete value with the following values subtracted if they have occurred:

- (a) A \$35 restocking fee is subtracted from the purchase value in all cases. The original shipping costs are not included in the purchase value of the item and are not refundable;
- (b) 5% of the value is deducted if the manufacturer's screen guard has been removed. This is a plastic film that is adhered to the screen for shipping damage protection;
- (c) 10% of the value is deducted if the battery or accessories have been opened and removed from the individual original packaging and ties;
- (d) 10% of the value is deducted if internal dunnage has been damaged;
- (e) 25% of the value is deducted if internal dunnage has been removed from the item packaging or heavily damaged;
- (f) 10% of the value is deducted if the retail box has been lightly damaged;
- (g) 25% of the value is deducted if the retail box has been heavily damaged or torn;

- (h) 25% of the value is deducted if an original accessory, CD, manual or any other item included with the original purchased goods is missing;
- (i) 50% of the value is deducted if the retail box and dunnage is not returned with the handset.
- (ii) The condition of all electronic items will be assessed as follows:
  - (a) Light usage: minor scratches usually not visible unless in direct light – 15% shall be deducted;
  - (b) Mild usage: visible scratches and surface abrasion from normal use – 30% shall be deducted;
  - (c) Heavy usage: physical damage to the overall housing exceeding normal wear and tear – 50% shall be deducted;
  - (d) Housing is broken from physical damage – refund/exchange rejected;
  - (e) One or more of the phone's functions not working (e.g., camera, LCD screen) – refund/exchange rejected;
  - (f) Item has failed due to abuse, misuse or damage – refund/exchange rejected.

All of the above deductions are cumulative and the assessed value will be provided to you in writing for your acceptance prior to a refund or credit being issued.

### **3. Returns or Exchange after 30 Days**

It may still be possible to return items once they have been used or are older than 30 days. Your refund value will be determined by a market appraisal of the item.

General Conditions apply for Return or Exchange for all change of mind purchases.

A minimum processing fee of \$35 will apply to all change of mind purchases.

If the assessed value offered by amaysim or its elected representatives is not accepted by the customer the customer is responsible for the costs of return of goods by an insured courier nominated by amaysim or its representatives.

Failure to pay the assessment fee and shipping costs will result in the item being surrendered to amaysim or its representatives for disposal and cost recovery.

You are required to obtain an RMA code from the amaysim Care Team prior to sending the item. A refund will only be processed once the item arrives at our store and this policy is available at the sole discretion of amaysim.

In all cases, receipt of the handset is considered to have occurred upon signing acceptance of the parcel from amaysim's nominated courier.

It is the customer's responsibility to post items back to the nominated returns location. amaysim is not liable for any items lost in transit. Customers are encouraged to use a trackable and insured method of postage.

#### **4. Billing Issues & Refunds**

amaysim will work with you to resolve any problems or errors that may have occurred in the billing process for your service. Please contact us in the event that you have any issues with your bill or if you consider that your bill is incorrect.

##### **(a) Overpayments on post-paid accounts**

In the event that you overpay your account, you may choose to leave additional funds in the account and these will automatically be offset against future invoices. Alternatively, you may request the funds are offset against a different service number or request a refund from amaysim to your credit card or nominated bank account. Refunds may take up to 10 business days to process.

Contact <https://www.amysim.com.au/help/contact> to request a refund

##### **(b) Missing Payments**

Missing payments will need to be investigated by our billing team. Please contact [billing@amaysim.com.au](mailto:billing@amaysim.com.au) and provide:

- Amount of payment;
- Date of payment;
- Payment method (eg credit card, bank transfer, direct debit etc);
- The Account or Service Number you made the payment to;
- Receipt for payment, including the receipt number or bank account statement.