

# LONG-STEPS BALLROOM DANCING

CANCELLATION, RETURNS & TRANSFERS POLICY

ABN: 69 140 147 382

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## 1. OVERVIEW

This Cancellation, Returns & Transfers Policy sets out the terms and conditions by which Long-Steps Ballroom Dancing (ABN: 69 140 147 382) will abide, and the rights and responsibilities of LSBD's customers, with respect to:

- the cancellation of services by LSBD;
- the cancellation of services by the customer;
- the transfer of bookings from one customer to another;
- the partial or complete transfer of services from one customer to another;
- the return of purchased products;
- the refund of moneys for purchased products or services; and
- the issuing of LSBD credit.

Please read this policy carefully and contact LSBD if you have any questions.

#### 2. Definitions

For the purpose of this policy the following definitions will apply in all cases, unless otherwise stated.

- Ad hoc (bookings only) any private tuition booking arrangement not classified as "weekly".
- **Booking** an arranged reservation of a LSBD instructor at a specified time and venue, for a specified duration.
- **Credit** LSBD credits issued to any customer after a successful return request has been lodged in accordance with section 6 Returns.
- **Customer** any person booking or purchasing LSBD products or services.
- **LSBD** Long-Steps Ballroom Dancing
- Packaged Service any set of LSBD services defined and grouped by LSBD and purchased together
  from LSBD either: directly in person, from <a href="www.long-steps.com">www.long-steps.com</a>, or through LSBD's membership portal
  to the exclusion of all others.
- **Product** any physical object purchased from LSBD either: directly in person, or from <a href="www.long-steps.com">www.long-steps.com</a> to the exclusion of all others.
- **Request** any communication made in person, by telephone (including sms texting) or email, indicating a customer's intention to return, transfer, or have the value of a purchase refunded.
- **Service** any non-physical item purchased from LSBD either: directly in person, from <u>www.long-steps.com</u>, or through LSBD's membership portal to the exclusion of all others.



Weekly (bookings only) – an ongoing series of private tuition booking arrangements where the student
attends a nominated session each week with a reasonable assumption of continuity in the absence of
constant confirmation.

### CANCELLATION OF BOOKINGS & SERVICES BY LSBD

### **Notification Methods**

In the event LSBD is required to cancel a scheduled booking or service, the customer will be notified using at least one of the following methods:

- telephone call to the customer;
- voice message left on the appropriate telephone of the customer;
- SMS text message to the customer;
- email direct to the customer; or
- registering a "declined" response to the appropriate LSBD calendar invitation.

LSBD may also notify customers using alternative means of communication consistent with individual customers' preferences in addition to those listed above.

LSBD will not notify customers of cancellations through a third party under any circumstances.

### **Notification Timeframe**

All cancellations made by LSBD will be notified to the customer between the hours of 8:00am (0800h) and 10:00pm (2200h). Any cancellation notified outside these hours will be confirmed by LSBD after the next appropriate 8:00am.

# Rescheduling & Refunding

Cancellations made by LSBD will trigger the following options for the customer:

- notice of 48 hours or more option to reschedule;
- notice of less than 48 hours option to reschedule or select a full refund.

The terms and conditions of financial refund are outlined in section 8 Service Refunds.

#### 4. CANCELLATION OF BOOKINGS & SERVICES BY THE CUSTOMER

## **Accepted Notification Methods**

In the event that a customer is required to cancel a scheduled booking or service, the cancellation must be notified directly to LSBD using at least one of the following accepted methods:

- telephone call to your instructor;
- voice message left on the appropriate telephone of your instructor;
- SMS text message to your instructor;
- email direct to <u>dancing@long-steps.com</u>; or
- registering a "declined" response to the appropriate LSBD calendar invitation.

Cancellations notified via social media, or any method not listed above, may not be accepted and may still incur financial penalties.

Cancellations made through third parties will not be accepted under any circumstances.



## **Accepted Notification Timeframe**

All cancellations made by customers must be notified to LSBD between the hours of 8:00am (0800h) and 10:00pm (2200h). Any cancellation notified outside these hours will be handled as if the notification arrived at the next appropriate 8:00am.

#### **Financial Penalties**

Cancellations made by customers will incur a financial penalty as described below:

- notice of 48 hours or more no penalty;
- notice of less than 48 hours full fee financial penalty.

### 5. Transfers of Bookings & Services

Transfers only apply to LSBD bookings and services.

## Transfer of Bookings

Persons notifying a private tuition cancellation may transfer their booking to a third party. The transfer must be notified as part of the cancellation notification and must be confirmed by the third party to be valid.

The responsibility for payment of transferred bookings will be applied as described below:

- notice of 48 hours or more responsibility will transfer to the nominated third party;
- notice of less than 48 hours responsibility will remain with the original customer.

Excepting the requirement of notification in writing, all Transfer of Bookings will be handled in the same manner as Transfer of Services.

#### Transfer of Services

LSBD agrees to transfer any service purchased under by a customer to another customer providing the following criteria are met:

- 1. the transfer request is made in print form, either in writing or via email;
- 2. the transfer request clearly states the full name and contact information of the customer to whom the service is being transferred; and
- 3. the transferee agrees to accept the transferred service along with any and all terms and conditions attached to that service.

The term "contact information" as it applies to point 2 above means any 2 of the following:

- phone number;
- email address; or
- postal address.

Social media and online platform nicknames, handles, or other details will not be accepted as appropriate contact information.

In the case of a partial transfer, only the remaining services yet to be redeemed under the original customer will be transferred to the new customer.

### 6. RETURNS

Returns only apply to LSBD products.



LSBD will accept the return of products providing the following criteria are met:

- 1. the product is returned strictly within 14 days of the purchase date;
- 2. the return request is made by the original customer; and
- 3. that no portion of the purchase has been used or damaged by the customer.

Once a successful return has been made, LSBD agrees to provide the customer with the following options:

- 1. a refund of the purchase price (see section 7 Product Refunds & Replacements);
- 2. a replacement product (see section 7 Product Refunds & Replacements); or
- 3. a credit of the purchase price (see section 10 Credit).

Return requests from third parties will not be accepted under any circumstances.

### 7. PRODUCT REFUNDS & REPLACEMENTS

#### Refunds

Where a customer has submitted a successful returns request, and selected "refund", LSBD will provide a full refund of the purchase price.

Where a customer has submitted a returns request outside of the 14 day criteria listed in section 6 Returns, or an unsuccessful request, LSBD may decline the refund, or issue a partial refund as deemed appropriate by LSBD.

## Replacements

Where a customer has submitted a successful returns request, and selected "replacement", LSBD will provide a suitable replacement product.

Where a customer has submitted a returns request outside of the 14 day criteria listed in section 6 Returns, or an unsuccessful request, LSBD may decline the refund, or issue a partial refund or credit as deemed appropriate by LSBD.

#### 8. Service Refunds

The terms and conditions of Service Refunds detailed here do not apply LSBD members on membership paid membership plans. Customers on paid membership plans should refer to the LSBD Paid Membership Agreement for information suited to their membership level.

In the event LSBD is required to cancel a scheduled booking or service, and payment has already been made, and a suitable reschedule cannot be found or upon being requested by the customer, LSBD will issue a full refund.

#### Partial Refunds

LSBD may provide a partial refund of packaged services that have been partially redeemed upon request providing the following criteria are met:

- 1. the refund request is made by the original customer; and
- 2. that no greater than 50% portion of the purchase has been redeemed.

Where possible, the percentage refund offered will be directly aligned with the value of the percentage yet to be redeemed by the customer. LSBD may subtract an administration fee from the offered refund amount either as a flat rate or percentage of the purchase price.

LSBD reserves the right to issue credit instead of offering a partial refund.



### 9. PAYMENT OF REFUNDS

Where possible, all refunds will be paid back to the original funding source.

If refunds cannot be paid back to the original funding source, for any reason, refunds will be transferred directly from LSBD to an account nominated by the original customer.

Refund requests from third parties will not be accepted under any circumstances.

#### 10. CREDIT

Where credit has been issued by LSBD as part of a return request the following conditions apply:

- credit will be issued as a LSBD Products & Services Voucher, and must be redeemed under the terms and conditions laid out within the issued voucher;
- credit issued will be valid for 12 months from the issue date; and
- credit may not, under any circumstances, be redeemed for cash.

Any surplus credit remaining after each redemption will be rolled over until all credit has been redeemed, or until the validation date has passed, whichever is sooner.

#### 11. DISCRETION

LSBD reserves the right to alter or waive any of the terms of this policy at its discretion on a case-by-case basis.

## 12. CONTACTING EACH OTHER IN WRITING

Customers wishing to contact LSBD in writing regarding this Cancellation, Returns & Transfers Policy, should write to:

dancing@long-steps.com

or

Long 73 North Huon Road Ranelagh TAS 7109

LSBD will notify customers of relevant updates and amendments to this policy by sending a notice to the preferred email provided.

#### 13. CONTACTING LSBD

LSBD may be contacted via the following means:

• Telephone: 0439 309 078 – Ian Little, General Manager

Facebook: @longstepsdancingInstagram: /longstepsdancing

