

# Rojana Creations Returns Policy

Smita Ritesh Mehta trading as "ROJANA CREATIONS" (ABN 39 815 507 066) ("**we**" or "**us**") prides itself on providing products of the highest quality and is committed to customer satisfaction. This returns policy describes generally how we manage product returns. Returns remain subject to our Website Terms of Use, Privacy Policy and other relevant legal documentation provided by the payment gateway providers, which can be found at ([www.rojana.com.au](http://www.rojana.com.au)) If you would like more information, please don't hesitate to contact us.

Our goods 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. You are also entitled to have the goods replaced if the goods fail to be of acceptable quality and the failure does amount to a major failure.

- A product or good has a major failure when:
  - it has a problem that would have stopped someone from buying it if they'd known about it;
  - it is significantly different from the sample or description;
  - it is substantially unfit for its common purpose and can't easily be fixed within a reasonable time;
  - it doesn't do what you asked for and can't easily be fixed within a reasonable time; or
  - it is unsafe.

Importantly, the rights described in this policy are in addition to the statutory rights to which you may be entitled under the Australian Consumer Law and other applicable Australian consumer protection laws and regulations.

Please note there may be limitations on your right to return and obtain a refund for products, however these limits will always be subject to your statutory rights.

## **Refunds**

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Refunds will not be available if you change your mind.

## **Returns**

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### **Replacement or credit as remedy**

If you are not satisfied with any item that you receive from us, please let us know as soon as possible as we may be able to replace the item for you. In some circumstances, we may provide a credit instead of replacement at our discretion.

### **What you must return to us**

To receive a replacement or credit, you must first return the item to us along with its original packaging (tags and labels) and proof of purchase.

### **Returning items within the first 10 Business Days**

If we receive the returned item, or written notice from you that you will be returning the item, within the first 10 Business Days after the earlier of the date of purchase and the date of delivery to you, then

we will assess the circumstances (including analysing the returned item, if considered appropriate by us) to ascertain whether or not we are at fault and:

- **(We are at fault)** if we consider that we are at fault, we will provide a full replacement of the returned item (or a credit at our discretion); or
- **(We are not at fault)** if we consider that we are not at fault, then:
  - if the item has been returned in its original condition, we will provide a full replacement of the returned item (or a credit at our discretion); or
  - if the item has been returned broken, damaged, tarnished or worn, we will not provide any replacement or credit.

### **Returning items after the first 10 Business Days**

If we do not receive the returned item, or written notice from you that you will be returning the item, within the first 10 Business Days after the earlier of the date of purchase and the date of delivery to you, then we will assess the circumstances (including analysing the returned item if considered appropriate by us) to ascertain whether or not we are at fault and:

- **(We are at fault)** if we consider that we are at fault, we will provide a full replacement of the returned item (or a credit at our discretion); or
- **(We are not at fault)** if we consider that we are not at fault, then no replacement or credit will be provided. We may, however, choose to provide a replacement or credit in some cases at its discretion.

### **Business Days**

In this returns policy, "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in Melbourne, Victoria are open for business.

### **Shipping costs**

In all cases, you must pay the costs involved in shipping the returned product back to us. If we consider that we are not at fault, then no reimbursement in respect of those shipping costs will be provided. If we consider that we are at fault, then we will reimburse you for your reasonable shipping costs incurred in returning the product to us.