



Friends of the Royal Botanic Gardens, Melbourne Refund Policy

1. Background

Refunds arise in the context of receipts and fees/charges obtained under contract E.g., membership subscription, booking for an event, purchase of a plant. Inflows not received under contract, E.g., donations and grants are not eligible for refund in the same context and are not considered here.

1.1 The Friends is obliged to comply with all current State and Commonwealth Government restrictions or directives issued by the Royal Botanic Gardens Victoria as they pertain to the Melbourne Gardens. How this affects refunds for Membership Subscriptions, Botanical Art Classes and Workshops, and Events, is included below.

2. Sale of Goods

2.1 *Rights and Obligations*

The issue of refunds for the sale of goods is well covered in advice publicised by the Australian Competition and Consumer Commission (ACCC) and the Department of Consumer Affairs in Victoria.

Under the Trade Practices Act for example, purchasers may seek a refund if goods:

- are or become faulty through no fault of the purchaser;
- are not fit for a stated purpose or a purpose made known by the purchaser to sales staff;
- do not match the description or sample; or
- have defects that were not obvious or were not brought to the purchaser's attention.

When seeking a refund the purchaser must provide proof of purchase, and advise the seller within a reasonable time if not satisfied with the product or service., The Friends have the option to replace, repair, refund or provide a credit for the item.

2.2 *Refund policy for Sale of Goods*

2.2.1 No refunds are provided in the ordinary course of business;

2.2.2 Faulty goods, except botanical art works may be returned to the Friends within fourteen days from the date of purchase, with proof of purchase, and the Friends may either replace the item or refund the purchase price at their discretion.

3. Refund policy for subscriptions

3.1 Membership Subscriptions

Membership Subscriptions will not be eligible for refund except in exceptional circumstances, at the discretion of the Friends' Secretary.

3.2 Membership Subscriptions impacted by COVID-19 Restrictions

The Friends will not provide refunds or credit for memberships impacted by COVID-19 Lockdowns or other COVID-19 restrictions as every effort is made to maintain an online presence of events, art classes and other activities.

3.3 Refund policy for cancellation of enrolment in botanical art classes

3.3.1 Enrolments cancelled by a student, 15 business days or greater, will be eligible for a refund of fully paid fees only if cancellation is made before commencement of term, on the following scale:

Cancellation prior to start of term	% of Fee refunded
20+ business days prior	100%
15 - 19 business days prior	50%
Fewer than 15 business days prior	No refund

3.3.2 Enrolments cancelled by a student after commencement of term will not be eligible for refund of fees other than in exceptional circumstances, at the discretion of the Friends' Secretary.

3.3.3 If a student misses a class, it may not be 'made up' except in exceptional circumstances or in collaboration with the art tutor.

3.3.4 The refund conditions are to be clearly stated on the enrolment application.

3.3.5 Botanical Art Classes impacted by COVID-19 Restrictions:

Enrolment for Botanic Art classes are governed by the normal rules as stated in this document. To the extent that COVID-19 restrictions apply, the following additional guidelines will apply:

- (i) Students acknowledge that by enrolling for a term, the Friends has the right to convert face to face classes to online should restrictions be imposed at any time.
- (ii) If a student does not have the capacity to participate in online classes should restrictions occur, they should notify the Friends before enrolling so acceptable

arrangements can be made and confirmed in writing. This may include offering a credit for classes missed during the term.

3.4. Refund policy for cancellation of enrolment in botanical art workshops

Cancellation prior to workshop	% of Fee refunded
20+ business days prior	100%
15 - 19 business days prior	50%
Fewer than 15 business days prior	No refund

3.4.1 Enrolments cancelled by a student after commencement of the workshop will not be eligible for refund of fees other than in exceptional circumstances, at the discretion of the Friends' Secretary.

3.4.2 If a student misses a class it may not be 'made up' except in exceptional circumstances.

3.4.3 The refund conditions are to be clearly stated on the enrolment application.

3.4.4 Botanical Art Workshops impacted by COVID-19 Restrictions:

Enrolment for Botanic Art workshops are governed by the normal rules as stated in this document. To the extent that COVID-19 restrictions apply, the following additional guidelines will apply:

- (i) Students acknowledge that by enrolling for a workshop, the Friends has the right to change the date if the workshop is affected by COVID restrictions. If the student is not able to participate on the new scheduled date, a full refund will be provided.

3.5 Refund policy for events

3.5.1 Where the Friends cancel events, the Friends will make every effort to reschedule the event or provide a credit for a future event. If events cannot be rescheduled within a reasonable time, ticket holders will be given a refund.

3.5.2 Where a purchaser is unable to attend an event after making a booking, a credit can be provided for another event. If a refund is required, the following applies:

Event category	Response		Notice period
All activities (less than \$50)	Refund	\$10 Admin Fee per ticket	Minimum 7 business days notice
All activities (\$50 or more)	Refund	\$15 Admin Fee per ticket	Minimum 7 business days notice

3.5.3 Events impacted by COVID-19 Restrictions:

Events are governed by the normal rules as stated in this document. To the extent that COVID-19 restrictions apply, the following additional guidelines will apply except for 'online only' activities:

- (i) For a rescheduled event, your booking will either be transferred to the new date or
- (ii) The amount paid can be credited against the cost of a future event or
- (iii) The amount paid can be transferred to the Friends' Trust Fund as a donation or
- (iv) The amount may be refunded on request.

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