

# **Postage and Refunds Policy ©**

This Postage and Refunds Policy is an excerpt taken from Cookie Boulevard's Terms and Conditions v 1.1, for your quick reference on key terms. See the latest Terms and Conditions, for full terms. Where there is a conflict between this policy and the latest Terms and Conditions, the latest Terms and Conditions will apply.

## 1. Postage and Shipping

- (a) Cookie Boulevard will post items to the address nominated at the time of sale, with the postage type you select (eg., ordinary post, express post).
- (b) Postage prices will include handling fees and will be listed where prices are listed.
- (c) If your order has a tacking ID, and that tracking ID marks the order as 'delivered', then you accept this as conclusive evidence that your order has been 'delivered'.
- (d) Cookie Boulevard will pack intact products and do its utmost to ensure that packages are packed securely so products arrive to your door intact. But there is a chance that some cookies may break during the delivery process. The cookies will be just as delicious. But this is a risk that you agree to accept in your purchase.
- (e) If you receive broken cookies, please let us know so we can investigate this.
- (f) Estimates of delivery time given are estimates only. You agree there may be postage delays that our outside the control of Cookie Boulevard that may delay delivery estimates. For instance, in recent years COVID lockdowns and disruptions to Australia Post services, have seen delays to deliveries.

#### **1.1 International Purchases**

(a) Cookie Boulevard is currently only posting items within Australia. However, Cookie Boulevard may post items to overseas customers if and when international postage is permitted, confirmed and paid in advance.

## 2. Returns and Refund Policy

(a) Mistakes happen. If, within 48 hours of delivery of your order, you notify us in writing by email with proof to show that we have delivered the wrong item to you, then we will send you a replacement package, store credit or refund (your choice). If there is an order tracking ID, the 48 hours starts from the time the package is



marked delivered on your tracking ID records. However, where there is no tracking ID, your package is to be deemed delivered within 4 business days after it is sent.

- (b) Unless the law requires us give you a refund (eg., if the items supplied are of acceptable quality, and as described), then our rule at Cookie Boulevard is that "*if you eat it, you bought it*". If you want free cookies, this is not the place for you.
- (c) Of course, if we are in the wrong, you are entitled to a refund. That's fair.
- (d) Because we run an online food business, and sell perishables, it is not our policy to offer liberal refund policies or offer refunds for change of mind. If we were selling plastic, non-perishables items then of course, this would be much easier to manage. But to keep things simple, we will commit to delivering the best quality cookies in the country. In return, we ask you don't abuse the refunds process, and only request our cookies if the law requires this eg., items not fit for purpose.
- (e) We will never ask you to return uneaten items, as these will need to be disposed of for health and safety reasons at any rate.
- (f) If a refund will be issued, then the ACL requires we give you a 'repair, replacement or refund' (your choice). We're not sure how we would 'repair' your cookies (please enlighten us if you really want to). Otherwise, we could send replacement cookies or issue a refund.

## 3. What Happens If You Hate Our Cookies

- (a) If you're not 110% impressed with your purchase from Cookie Boulevard, Cookie Boulevard would ask that you please share your feedback with Cookie Boulevard immediately. We want all our customers to be giddy with delight when they buy from us, so we will take this personally when you're not jumping for joy.
- (b) Please, if you have any issues email us. Details in our Terms and Conditions.
- (c) We are a small business managing operations and may not always be active online to manage feedback through social media platforms. Before you troll us online, please reach out to us to see if we can do anything to improve your experience with Cookie Boulevard. Don't forget, we are real people too. But if you want to unleash your inner troll online, who are we to stop you? Seriously, by law we can't under the Australian Consumers Laws (ACL). So, share your opinions freely. Just don't be a troll for no reason. Internet trolls, you know who you are.

## 4. Accuracy of Billing Information



- (a) You agree to ensure that your account and other information are correct and current. This includes your postal address, email address and credit card numbers and expiration dates, so that we can complete your transactions.
- (b) Once you place an order with Cookie Boulevard, you agree that the information you provide is correct and Cookie Boulevard may rely upon that information without further verification.
- (c) If you later realise that you have given us the wrong information in your order, please immediately notify us by reply email (within 1 hour). Please do <u>not</u> contact us via social media, as we cannot guarantee that your message will be received in time. Cookie Boulevard will hold orders before completing shipment but cannot guarantee that any changes will be received in time before shipment is processed. So please ensure that your information is correct at the checkout to avoid upset.
- (d) You are responsible for any costs or loss associated with providing wrong or erroneous information to Cookie Boulevard at the time of checkout. Even if you provide additional information after your purchase is made, you agree to accept the risks for providing the wrong information in the first case if this is relied upon by Cookie Boulevard. This may mean you must cover replacement shipping and purchase costs.

#### 5. Right to Refuse Sales

- (a) Cookie Boulevard reserves the right to refuse any order you place with us. If we find our you are working for the Cookie Monster, then we can refuse to sell to you.
- (b) We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order.
- (c) These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.
- (d) In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.
- (e) We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.



## 6. How to Contact Us

If you need to contact us, please email us at the address listed in our Terms and Conditions. We reserve the right to not respond to correspondence which we deem inappropriate or which we consider does not require a reply.