

RETURNS POLICY

1. Introduction

In this Policy, a “return” is the general term given to include the seeking of a repair, exchange, refund or store credit from any items you have purchased from us.

All returns should be sent as new with original packaging, to:

One Less Pty Ltd
Shop 2, 333 Pacific Highway
NORTH SYDNEY NSW 2060

This Returns Policy is at all times subject to the Australian Consumer Law (ACL). To the extent that any provision of this policy is inconsistent with the ACL, the ACL will prevail and apply,

For any questions relating to returns, please email orders@oneless.com.au

2. Purpose

The purpose of this policy is to set out:

- a. how we process and determine returns;
- b. what you must do with respect to returns; and
- c. who we offer returns to.

3. Application

- a. This policy applies to consumers only and not the businesses/cafes that stock our products.
- b. Each business/café that stocks our products, holds the goods as bailee and as our agent. The goods are not resold.

4. Policy

4.1 Returns

- a. Our returns policy lasts 30 days and is subject to the good not being utilised. If 30 days have gone by since your purchase or you have used the goods, it will be at our discretion to accept your return.
- b. Unless the goods being returned are defective or faulty, to be eligible for a return, your item must be unused and in the same condition that you received it, with all original packaging attached.
- c. Several types of goods are exempt from being returned, such as:
 - i. those goods received as part of a referral program offered by us (unless deemed defective or faulty); and
 - ii. gift cards (where offered).
- d. We will also not refund or accept a return of goods purchased where:
 - i. you have simply changed your mind in relation to the goods;
 - ii. you have found the goods cheaper somewhere else;
 - iii. you did not receive the goods by a particular time previously undisclosed;
 - iv. you have decided that you do not like the goods and/or purchase; and
 - v. you have no use for the goods.
- e. To complete your return, we require you to email a completed return request (“Return Request”) to orders@oneless.com.au, including your:
 - i. unique cup number (being the QR code located on the bottom of the cup);
 - ii. contact details – name, street address, email address and phone number;
 - iii. desired outcome – repair, exchange, refund or store credit; and
 - iv. where desired outcome is a refund, your account details.

Where you do not have sufficient proof of purchase for the good(s) that you are seeking to return, we are not obliged to accept the return or issue any exchange, refund or store credit.

4.2 Refunds and Exchanges

a. Returns and inspection

- i. Once your returned item is received and inspected in accordance with:
 - A. the Return Request as provided by you; and
 - B. the ACL,

we will send you an email to notify you that we have received your returned item and inform you of the approval or rejection of your Return Request and where approved, whether we have considered the defective or faulty issue as a 'minor' or 'major' problem.

- ii. If you are approved and the issue is deemed a 'minor' problem, then we may choose to repair the item (at our cost) instead of a replacement or refund.
- iii. If you are approved and the issue is deemed a 'major' problem, then you may elect either for a replacement or refund.
- iv. If your request for a refund is rejected, we will send you an email to notify you of that outcome and the supporting reason(s).

b. Refund

- i. Where you have elected for a refund, your refund:
 - A. is only for the upfront amount paid for the reusable cup, which is that amount as disclosed to you at the time of purchase and/or recorded in our system; and
 - B. will be processed and a credit will applied to the account you provide with the Return Request. The processing of this is dependent on your financial institution. We will send you an email to notify you that we have processed your refund.
- ii. The amount you are refunded may be reduced due to fees charged by your financial institution to which you have elected the refund be paid. You should contact your financial institution or the company providing the payment method to determine any costs they may charge for accepting a refund. Should you wish to avoid these fees, you can accept the option for store credit; and

c. Replacement

- i. Where you have elected for a replacement of the item, a replacement order will be processed and shipped to you. Where you obtain a replacement, the statistics of your usage associated with the previous reusable cup will not transfer as they dependant on each reusable cup and not the user.
- ii. If the exact item is no longer in stock, we will offer you a replacement item to the original item of the same or equal value. Where this is not accepted, we will process a refund.

4.3 There are certain situations where only partial refunds or store credit are granted

We may, in our discretion, allow for a partial refund or store credit where:

- a. any item returned is not in its original condition, or that is damaged or missing parts for reasons not due to our error; or
- b. any item that is returned more than 30 days after delivery.

4.4 Late or missing refunds

- a. If you haven't received a refund yet, first check your bank account again.
- b. Then contact your financial institution through which you made your payment, it may take some time before your refund is officially posted.
- c. Next contact your bank. There is often some processing time before a refund is posted.
- d. If you've done all of the above and you still have not received your refund yet, please contact us at orders@oneless.com.au

4.5 Incorrect items

- a. If you were sent the wrong item, we will pay the return shipping costs of both reimbursing you for sending the incorrect item back to us and also our sending you the new item in accordance with your order.
- b. If you have ordered the wrong size you will need to pay for the return shipping costs of both sending the incorrect item back to us and also our sending you the new item.

4.6 Gifts

- a. Where you receive an item as a gift or as part and have the proof of purchase, you have the same rights as the original purchaser, as set out in this Returns Policy.
- b. Where you receive the item as a gift and don't have proof of purchase but wish to obtain a replacement item:
 - i. if the item was marked as a gift when purchased and shipped directly to you, you'll receive a store credit for the value of your return. Once the returned item is received and inspected, we will send you an email with your unique store credit code; or

- ii. if the item wasn't marked as a gift when purchased, or the gift giver had the order shipped to themselves to give to you later, we will have to send a refund to the gift giver to pass on.

4.7 Shipping

- a. To return your product, you should mail your product to the address noted at the start of this Returns Policy.
- b. Please email a copy of the receipt and tracking number to orders@oneless.com.au
- c. Depending on where you live, the time it may take for your exchanged product to reach you, may vary.
- d. If you are shipping an item(s) over \$75 in aggregate to us, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

5. Entire Agreement

- a. The failure of us to exercise or enforce any right or provision of this Returns Policy shall not constitute a waiver of such right or provision.
- b. This Returns Policy and any policies or operating rules posted by us on this site or in respect to the goods, including the Terms of Service, constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of this Returns Policy).
- c. Any ambiguities in the interpretation of this Returns Policy shall not be construed against the drafting party.

6. Governing Law

This Returns Policy and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Queensland, Australia.

To the extent permitted in your local jurisdiction, this refund policy is governed by the laws in force in Queensland, Australia. You agree to submit to the non-exclusive jurisdiction of the Queensland courts and agree that those courts are a convenient forum in which to resolve any dispute arising in relation to these terms and conditions (and any contracts between you and us which arise through your use of this website).

7. Changes to Terms of Service

- a. You can review the most current version of this Returns Policy at any time at this page.
- b. We reserve the right, at our sole discretion, to update, change or replace any part of this Returns Policy by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to this Returns Policy constitutes acceptance of those changes.

8. Contact Information

Questions about this Returns Policy should be sent to us at orders@oneless.com.au