

REFUND & CANCELATION POLICY

This Refund Policy ("Policy") applies to services purchased through Healthscreen Pty Ltd.

1. Overview

- (a) This Refund Policy ("Policy") applies to all Healthscreen Exams provided by Healthscreen Pty Ltd.
- (b) We offer refunds, cancellations, and rescheduling options in accordance with the terms set out in this Policy.
- (c) Healthscreen Pty Ltd complies with the Australian Consumer Law.
- (d) To confirm an appointment, HealthScreen collects an **initial deposit** from customers. The terms of refund, cancellation, and rescheduling primarily apply to this deposit.

2. Australian Consumer Law

- (a) Under the *Australian Consumer Law*:
 - (i) *Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the services, you are entitled*
 - (A) *to cancel the purchase; and*
 - (B) *to a refund for the price of the services; and*
 - (C) *compensation for any damage or loss (whether direct or consequential) that was, or reasonably ought to have been, foreseeable by us.*
 - (ii) *If failure with the service does not amount to a major failure, you are entitled to a re-supply of the services within a reasonable time, or to cancel the purchase and be provided with a refund of any price paid.*

- (b) We offer refunds and replacements in accordance with the *Australian Consumer Law*.
- (c) The *Australian Consumer Law* provides a set of Consumer Guarantees which protect consumers when they buy products and services.
- (d) If the *Australian Consumer Law* applies, then we cannot avoid the Consumer Guarantees which it provides. If there is an inconsistency between this Policy and the *Australian Consumer Law*, the *Australian Consumer Law* will prevail.
- (e) Further information about the *Australian Consumer Law* and these Consumer Guarantees is available from the website of the *Australian Competition and Consumer Commission*.
- (f) If a service which you purchased from us has a major failure (as defined in the *Australian Consumer Law*) then you may be entitled to a replacement or refund. You may also be entitled to compensation for any reasonably foreseeable loss or damage resulting from that major failure. If a service which you purchased from us has a failure which does not amount to a major failure (as defined in the *Australian Consumer Law*) then you may still be entitled to have the services replaced.

3. Cancellations

- (a) Cancellation Notification:
 - (i) You must provide us with a Cancellation Notification, written or verbal, if you wish to cancel the services before they have been received.
 - (ii) More than 5 business days before the date of appointment:
In the event that you would like to cancel your appointment, we may, at our discretion, offer you a refund of the initial deposit, provided that you notify us 5 business days before the date of the appointment.
 - (iii) Less than 5 business days before the date of appointment:
In the event that you would like to cancel your appointment, however, you have notified us less than 5 business days before the date of the appointment, you will not receive a refund of your initial deposit.

- (b) Cancellations do not apply if the services have already been delivered. Full payment is **non-refundable**, except in cases where a major failure applies under the Australian Consumer Law.

4. Rescheduling

- (a) Rescheduling Notification:
 - (i) You must notify us, either written or verbal, if you wish to reschedule your Healthscreen appointment.
 - (ii) Notification received more than 5 business days before the date of appointment:

In the event that you would like to reschedule your appointment, given at least 5 business days' notice has been received, we may reschedule your appointment at no cost.
 - (iii) Notification received less than 5 business days before the date of appointment:

In the event that you would like to reschedule your appointment, and have failed to provide us with at least 5 business days' notice, your appointment is considered cancelled and the same rule as 3.(a)(iii) will apply.

5. Exceptions

Notwithstanding the other provisions of this Policy, we may refuse to provide a repair, replacement or refund for a product or service purchased by you if:

- (a) You misused the said product in a way which caused the problem.
- (b) You knew or were made aware of the problem(s) with the product or service before you purchased it.
- (c) You asked for a service to be done in a certain manner, or you asked for alterations to a product, against our advice, or you were unclear about what you wanted.
- (d) Any other exceptions that apply under the *Australian Consumer Law*.

6. Response Time

- (a) We aim to process any requests for replacements or refunds within 10 business days of receipt.

7. Contact Us

If you wish to speak to us about this Policy or about any refund, repairs or replacements, please contact us at: admin@healthscreen.com.au.