

## SHIPPING, WARRANTY, TERMS & CONDITIONS THE ZU KITE CLUB PRIVACY STATEMENT

We respect your privacy.

When you enter information into our site (contact us, newsletter, or purchase a product), the info is stored on our host's secure servers. We receive email notification about your order/request, but your payment (credit card) information is NEVER transmitted via an insecure method, or via email.

We do not sell, trade, or otherwise transfer your personal information to any third party, unless required by law.

Our site uses cookies to enhance your experience with us – saves you from having to enter your information on our site twice, but is not used for any other purpose.

Your information is always held in a secure environment, using 128bit SSL security.

When logged in, or 'checking out', you can see the small padlock icon in many browsers that indicates you are in a secure environment. You can double click this icon to see our SSL Certificate.

Thanks for your support and we hope you enjoy your online shopping experience with us.

### TERMS & CONDITIONS

C.A BOTERO OREJUELA & H MIKI trading as The ZU Kite Club (ABN 54 878 340 675)

By accessing, browsing or purchasing from thezu.com.au you signify your acceptance of the following (and reasonable) terms & conditions.

All prices advertised are in AUD

### Gift Voucher Refund Policy

Please note that all gift vouchers are valid for 3 years from the purchase date as required by Australian Consumer Law and cannot be redeemed after this date. Gift voucher refunds / cancellation must be requested within 14 days of the purchase date. All refunds will incur a transaction processing fee of 10% of the original voucher value. After 14 days of purchase date, gift vouchers are not refundable. All gift vouchers are transferrable and may be redeemed by different individuals within the valid period.

### Lesson Credit & Refund Policy

Lesson deposits need to be paid before booking is confirmed and remaining balance must be paid prior to commencing the lesson. Once paid for, lessons credits are not refundable. Lessons credits are transferable to another person however not transferable to a store credit. Lesson credits must be used within 12 months of payment date. After that time, any unused time and monies are forfeited. Under special and/or unforeseen circumstances, we consider refunds for lesson credits on a case-to-case basis. Unless otherwise agreed to by The ZU Kite Club staff, all refunds will incur a transaction processing fee of 2% of the original purchase value.

The 6h Package price discount is only applied to customers who complete all 3 lessons. If a refund is requested before the completion of all 3 lessons, the refund amount will be calculated based on the difference of the 6h Package and individual 2h lesson price (e.g. if a customer takes only 1 lesson and requests a refund: \$719-279=440). The same calculation method will apply to 2 people lessons respectively.

### Terms & Conditions of Sale

All warranty claims are subject to our supplier's conditions. This warranty does not apply to damage due directly or indirectly, to misuse, abuse, negligence or accidents, alterations or lack of maintenance.

The ZU Kite Club shall in no event be liable for death, injuries to persons or property, or for incidental, and contingent, special or consequential damages arising from the use of our products. The sports we engage in can be dangerous. Exercise care and use of appropriate helmets and safety equipment is recommended. If you are not competent in the use of the product ordered, please obtain professional instruction- contact us we can certainly help you!

#### Lesson Cancellation / Rain check Policy

If you will not be able to attend a lesson you must cancel or reschedule 48 hours before the lesson commencing time to avoid any deductions. If you notify us within 48 hours of your lesson commencing time, we will try our best to fill your spot. If we are able to fill your lesson spot, there will be no deduction. If we are unable to fill your spot upon notification within 48 hours of your lesson commencing time, we will deduct 1-hour worth credit from your monies paid. If you do not provide that notice, or do not turn up for a lesson, the full lesson credit will be deducted from your account. If you fail to show up on time for your scheduled lesson, the amount of time you are late will be deducted from the total lesson time.

In any other circumstances in which you must cancel your lesson within the 48-hour period prior to your booking time, you will need to provide us with evidence of said circumstance (medical or otherwise). Failure to do so will incur deduction of credit from your account as above.

If the weather is considered unsuitable or we need to cancel your lesson we will do our best to call you with sufficient notice, but sometimes the weather changes unexpectedly. Where a lesson is cancelled, or shortened by The ZU Kite Club, the unused portion is rescheduled. In the event of a postponement or cancellation, your lesson activity will be rescheduled to the next available time. The Zu Kite Club strives to get you on the water quickly and we will do everything possible to reschedule your lesson promptly.

#### COVID-19 Testing Cancellation

If you must get tested and isolate due to being a **close contact to a COVID-19 positive case**, you must let us know as soon as possible. No deductions will be applied as above cancellation policy if you provide us with a **proof of a COVID-test**. If you fail to provide us with a proof of COVID-19 test for the lesson you are cancelling, the above cancellation deduction will be applied.

#### Lay-by Agreements

The purchaser does not take ownership of the equipment until the final payment has been made and that payment must be completed within three months. Should the purchaser fail to honor the lay-by sale (ie. By non payment of lay-by within the contracted time) the retailer shall contact the purchaser and advise that the lay-by will be cancelled. Should the purchaser not pay any outstanding monies within 7 days the lay-by will be cancelled, goods returned to stock, and any monies forfeited.

Written cancellation requests must be made to, [accounts@thezu.com.au](mailto:accounts@thezu.com.au)

#### Consignment Sales

The Zu Kite Club will only accept quality items in good order. Items more than several years old / not current, will not be accepted.

The ZU Kite Club reserves the right to set prices and to reduce these prices where seen fit. Please advise us if you require a particular price and we can discuss the possibility. We aim for realistic pricing for both buyers and consignment customers. Goods remaining in store after three months will automatically be reduced to an agreed sale price, please advise if you do not wish this to happen.

Items accepted for consignment are held for six full months plus the remainder of the

month unless agreed otherwise. Unsold items are removed from the floor on the last working day of the month. We will contact you to pick up your unsold items. Unclaimed equipment will be donated to beginners/charity.

Second hand equipment in our store is handled daily by other customers to check its condition, colour etc. The Zu Kite Club cannot be held responsible for minor damage to your items due to these interactions.

Layby of your goods is considered a sale, once full payment has been made, funds will be available to you. If a layby is cancelled the goods will be returned to the floor for the remainder of the sale period.

If an item belonging to you is returned faulty, the amount paid will be deducted from your account. We hope our quality control will prevent this occurrence.

### Consignment Fees

The consignment fee for all equipment sold is 25% unless agreed otherwise. If you leave the proceeds of the sale as a shop credit the consignment fee is reduced to 15%.

### Shipping Policy

Shipping is **FREE** to most metro and major regional areas when you spend \$300 or over. Free Shipping is on new, full priced items only. This Excludes oversized items like (hard) Stand Up Paddle boards. Freight charges on used / oversized items and international shipping will be calculated on an individual basis.

We can only accept a street address. We cannot accept a PO Box as all deliveries must be signed for. Please contact us regarding international orders and shipping.

If you're unsure about delivery to your area, please contact us at [info@thezu.com.au](mailto:info@thezu.com.au) or call 03 95255655 between 10 am and 5 pm, 7 days a week to get a customised quote.

### Delivery times

We ship all orders from our shop or warehouse in Melbourne, you can expect your order in most Metro area's to arrive within 1-2 business days. Outside of these areas, you should receive your order normally within five days after dispatch.

In-stock items ordered before 1pm on weekdays are normally dispatched the same day, or within 24 hours if ordered after 1pm.

You agree we may hold your details for the purpose of completing the order or contact you regarding dealings with us. International orders we require payment in full direct to bank account.

If you do not agree with these terms and conditions, then your sole remedy is to discontinue the use of this website.

Thank you, we appreciate your support!