

Comparison of ACL rights and remedies against the features provided by Boxer Cover

Question	ACL rights and remedies	Rights under the Boxer Cover
What are my rights if the product I bought is defective?	Protection in accordance with the consumer guarantees, including where the product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'.	The purpose of Boxer Cover is to provide you with a more confident, certain and reliable online shopping experience by providing local services and support when purchasing goods from an overseas seller. Accordingly, Boxer Cover gives you the right to raise an issue online if the product is 'Faulty', 'not Delivered' or 'Counterfeit' (as defined in the terms of Boxer Cover), during the relevant cover period.
How long does the protection against defects last?	A reasonable period from the date of delivery until the defect becomes apparent. What is reasonable will depend on the circumstances, including the nature of the goods, the price, the way it is used, and any statements or representations made about the goods. In certain circumstances, taking into account the factors listed above, this reasonable period may cover the period that protection is available under the Boxer service.	The period from the start date to the end date specified in the Boxer Summary.
What remedies are available to me if the product is defective?	<p><i>Major Failure</i> Where the fault is a "major failure" to comply with the consumer guarantees (as defined in the ACL) or cannot be remedied, you may be entitled to reject the product and obtain a refund or replacement of the product. You are responsible for returning the product to the supplier (including the cost of doing so) unless this cannot be done without high cost because of the nature of the failure or the size, height or method of attachment of the product.</p> <p><i>Non-major failure</i> Where the fault is not a "major failure", you may require the supplier to remedy the failure within a reasonable time. In these circumstances, the supplier is entitled to choose to repair or replace the goods or provide a refund.</p> <p><i>Consequential losses</i> You may also be entitled to claim consequential losses.</p>	Repair, replacement with an identical product, replacement with an equivalent product, or refund of the original purchase price (including reasonable delivery costs and taxes and duties on the invoice), at Boxer's discretion, depending on the facts of the issue, and subject to the terms of Boxer Cover.
Who is obliged to provide me with the remedy for a defective product?	The retailer/seller or the manufacturer.	The retailer/seller in accordance with the terms of Boxer Cover. The retailer/seller has contracted Boxer AU Pty Limited to perform the retailer's/seller's obligations under Boxer Cover.
Is there a requirement that repairs will be carried out within a reasonable time?	The product must be repaired within a reasonable time, or you may reject the product and elect to receive a replacement or a refund.	If you 'Raise an Issue' under the Boxer terms and conditions, a deadline will be provided to you for resolution of the issue.
What happens to my rights if I receive a remedy for a product defect?	You continue to have rights under the Consumer Guarantees for any repaired product and any replacement product.	You continue to have rights under the terms of Boxer Cover if the product is repaired, or you are provided with a replacement or equivalent product as a remedy for a product defect. If you are provided with a refund of the original purchase price (including reasonable delivery costs and taxes and duties on the invoice), your cover under Boxer Cover will end.
Who pays for the rights I have?	No cost.	You pay for the rights under the Boxer Cover.