



REFUND POLICY

Updated January 2022
Approved by Committee February 2022

1. PURPOSE

The purpose of this Policy is to ensure that Fremantle Netball Association Inc. has clear information available on how refunds of fees and payments relating to memberships, Participation Products, and goods and services supplied by the Association are handled, and when Members and Customers may be eligible for a refund.

2. APPLICABILITY

- a. This Policy applies to all Members and Customers of the Association.
- b. This Policy applies at all times where an agreement for a paid service or membership has been entered into with the Association by a Member or Customer.
- c. This Policy applies to any payments that the Association is, or will be, entitled to under an agreement for paid services or memberships. This includes, but is not limited to:
 - a. The Fremantle Netball Association Membership Fees levied on participants in the Winter Competition;
 - b. Any participation or Membership Fees levied on participants in any other non-Winter Competitions;
 - c. Any participation fees levied on participants for Participation Products run by the Association;
 - d. Any fees levied on Customers for the provision of goods and services, including, but not limited to, the provision of a Participation Product, competition management, use of the grounds, provision of staff, and use of facilities;
- d. This Policy does not apply to any fees levied by other affiliated organisations, including Clubs, Netball WA, and Netball Australia. Clubs are responsible for managing refunds relating to their own memberships, Participation Products, and other services.
- e. This Policy operates in conjunction with the [Team Withdrawal Policy](#).

3. DEFINITIONS

In this Policy, unless otherwise stated:

Association means Fremantle Netball Association Inc.;

Constitution means the constitution of Fremantle Netball Association Inc.;

Committee means the management Committee of the Association as determined by the Constitution;

Customer means an individual, company, or other group purchasing goods or services, including Participation Products, from the Association;

Entity Team means a single team entering the competition at the Association that is not affiliated with a Club;

Member means an affiliated member of the Association, including players, coaching and umpiring officials, volunteers, Clubs, and Club members;

Membership Fee means any fee levied by the Association in relation to membership of the Association;



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Participation Product means any non-Winter Competition event or activity run by the Association, including, but not limited to, carnivals, clinics, Net programs, umpiring or coaching programs, and other paid events;

Policy means this policy, and;

Winter Competition means the winter netball competition run by Fremantle Netball Association.

4. CHANGES TO THE POLICY

This Policy may be cancelled, amended, or supplemented by the Association as and when it sees fit. Any variation will be given to Members in writing by the Association.

The Association will review this policy on a regular basis to ensure that it remains effective in supporting the objectives and strategic direction of the Association, and to ensure ongoing best practice governance.

5. THE POLICY

a. In relation to Membership Fees:

- i. Members will be eligible for a full refund of their Association Membership Fees if:
 1. The Club or Entity Team where the Member has registered has been unable to place the Member into a team for the applicable competition, and the Member is not able to find an alternative Club or Entity Team with which to play the competition, or;
 2. The Member has not commenced training or competition games with their Club or Entity Team, or;
 3. The Member has commenced training with their Club or Entity Team but has not commenced competition games.
- ii. Members may be eligible for a full or partial refund of their Association Membership Fees if:
 1. The circumstances in **clause 5(a)(i)** have not been met, but there are extenuating circumstances requiring the Member's withdrawal from the competition after they have commenced, and;
 2. The Club or Entity Team at which the Member is registered supplies all information requested by the Association within the timeframe specified by the Association.
- iii. Members will not be eligible for any refund of their Association Membership Fees if:
 1. The Member has commenced competition games, and;
 2. The circumstances in **clause 5(a)(ii)** have not been met.

b. In relation to goods and services supplied by the Association, including Participation Products:

- i. Refunds will not be provided where there has simply been a change of mind by the Customer, except at the discretion of the Association.
- ii. Refunds will not be provided on any non-refundable deposits agreed to and paid by Customers to secure goods or services from the Association.
- iii. Refunds will be supplied if required under Australia Consumer Law.
- iv. All goods supplied by the Association to a Customer in relation to a cancelled



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service must be returned to the Association within a reasonable timeframe and in the condition in which they were supplied.

6. PROCEDURES

- a. All requests for a refund of Membership Fees must:
 - i. Be sent to the Association [by email](#), and;
 - ii. Be requested by the Club or Entity Team where the Member has registered, and;
 - iii. Be received by the Association prior to the Netball WA de-registration cut-off date for the year of competition for the Member to retain their eligibility for a refund, and;
 - iv. Include the following information:
 1. Member name;
 2. Member date of birth;
 3. Type of registration held by the Member (e.g. NetSetGO, Junior, Senior);
 4. Where the refund relates to a Member registered in an Entity Team, the bank details (including account name, BSB, and account number) of the Member, and;
 5. Where the refund relates to a request under **clause 5(a)(ii)**, the provision of any information requested by the Association in support of the application.
- a. All requests for a refund of any other payment made, including for Participation Products, must:
 - i. Be sent to the Association [by email](#), and;
 - ii. Be requested by the individual or company who made the original purchase, or, where the individual is a child, their parent or guardian, and;
 - iii. Be received:
 1. Where non-perishable goods have been purchased, within 30 days of the product being received, or;
 2. Where perishable goods have been purchased, within 48 hours of the product being purchased, or;
 3. Where a service or Participation Product has been purchased, within 7 days of the service or Participation Product concluding, and;
 - iv. Include the following information:
 1. Proof of purchase;
 2. The details of the goods, services, or Participant Product to which the request relates;
 3. The reason for the request being made, and;
 4. The contact details of the person making the request (including name, email address, phone number, and Club affiliation (where applicable)).
- b. All refunds of Memberships Fees will be managed by the Association in the following ways:
 - i. Where the refund relates to a Member who is registered at a Club, by requesting an invoice from the Club for that Member's fees, with the expectation that the Club will arrange the refund to the Member;
 - ii. Where the refund relates to a Member who is registered with an Entity Team, by processing the refund directly to the Member's supplied bank account.
- c. Where a Club requires a refund of the Netball WA membership fees, they must contact the Association to assist with requesting this.



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- d. The eligibility of a Member for a refund of their Netball WA membership fee is determined by the policies and procedures of Netball WA.

7. RESPONSIBILITIES

- a. Clubs and Entity Teams are responsible for liaising with the Association Registrar on behalf of Members requesting refunds.
- b. The Association Registrar is responsible for liaising with Clubs and Entity Teams in relation to determining and arranging refunds where applicable.
- c. The Association Administrator is responsible for liaising with Customers in relation to determining and arranging refunds where applicable.
- d. The Association Finance Officer is responsible for the management of invoicing and invoice payments in relation to refunds where applicable.

Signed

08/02/2022

Sondra Anderson
PRESIDENT
Fremantle Netball Association

Date