

Refund Policy

Effective Date – 11 May 2020

Table of Contents

1.	Policy Overview	3
1.1	Introduction.....	3
1.2	Context	3
1.3	Purpose.....	3
1.4	Audience.....	3
1.5	Responsibilities.....	3
1.6	Authority	3
1.7	Review	3
2.	Policy Statement	4
2.1	Governing Body Fees.....	4
2.2	Procedure for a refund of Governing Body Fees.....	4
2.3	Participant Fees	5
2.4	Other Fees	6
2.5	Disruption of Services.....	6
2.6	Retrospective Application of this Policy.....	6
3.	Useful Resources.....	6
3.1	Statutes, Policies and Other Official Documents	6
4.	Internal Reporting and Communication	6
5.	Definitions and Interpretation	7

1. Policy Overview

1.1 Introduction

Football West is the sole governing body for football in Western Australia and represents all levels of competition, development and coaching in metropolitan and regional areas. The world game is a powerful and unifying force in the WA community, bringing together football fans and participants regardless of age, gender or ethnicity.

With over 230,000 players in the sport, Football West, which is affiliated to Football Federation Australia (FFA) and Fédération Internationale de Football Association (FIFA), has created an environment that brings the game to life on parks, pitches and indoor centres around the state.

1.2 Context

Football West, like any business, receives refund requests for its services to the football community and receives these requests from various sources, including Players, Clubs and Associations. It is important that these requests are addressed in a timely manner.

1.3 Purpose

The purpose of this Policy is to set out the process that Football West will follow in order to process refund requests for fees from our stakeholders.

1.4 Audience

The Policy applies to Football West and all its stakeholders who have paid fees to Football West.

1.5 Responsibilities

The following responsibilities are assigned:

Role	Function
Board	<ul style="list-style-type: none"> Approve this Policy and any amendments.
CEO	<ul style="list-style-type: none"> Implement this Policy.
COO	<ul style="list-style-type: none"> Annually review this Policy and recommend changes to the CEO, Finance and Audit Committee and the Governance and Risk Committee for consideration.
Financial Controller	<ul style="list-style-type: none"> Ensure the Policy objectives are carried out.
Managers	<ul style="list-style-type: none"> Adopt and promote this Policy and incorporate its key elements in plans and budgets.
Staff	<ul style="list-style-type: none"> Adhere to this Policy in performing their specific functions.

1.6 Authority

The Policy derives its authority from the Board. The Policy is effective from the date of Board approval.

1.7 Review

This Policy will be reviewed and updated annually or earlier as required.

2. Policy Statement

In accordance with Football Federation Australia's National Refund Policy, this Policy outlines the circumstances where a Club, an Association or a Participant, applies to Football West for a determination on the eligibility of a refund of Fees.

Football West is bound to act in accordance with Australian Consumer Laws in regard to requests for refunds.

Football West is bound to act in accordance with FFA Statutes.

2.1 Governing Body Fees

a) Refund of Governing Body Fees

If a Club, on behalf of a Player not wishing to continue playing football during a Season, applies to Football West for a determination on the eligibility of a refund of Governing Body Fees, subject to this Policy, Football West will refund Governing Body Fees (or parts thereof) in the following circumstances:

- (i) the registration status of the Player has been made 'Active' in the National Online Registration System in accordance with the National Registration Regulations; and either of the following paragraphs apply:
- (ii) the Player has not participated in any form of training session (pre-Season or in-Season), program session, team trials (formal or informal), player grading or selection processes, pre-Season matches, practice matches, official fixtures or otherwise appeared on a match record for his or her Club; or
- (iii) as required by law, such as in accordance with state and/or federal consumer protection legislation.

b) Amount of Refund of Governing Body Fees

There may be circumstances where a full refund of the Governing Body Fee is not appropriate. In such circumstances a pro rata refund (if any) may be provided, which will take into account whether certain services have already been accessed by the Player. In such circumstances, the amount of refund will be adjusted for an appropriate and reasonable administration fee and any ancillary costs incurred, such as insurance and apparel, to be determined at Football West's sole discretion.

c) Exceptional circumstances

- (i) In its sole discretion, Football West may determine exceptional circumstances apply and that a proportionate refund of Governing Body Fees is appropriate.
- (ii) In the event that a Club, Association or a Participant experiences unforeseen financial hardship due to an event beyond that entity or individual's reasonable control, that they could not reasonably have been expected to have taken into account or overcome, the entity or individual is encouraged to contact Football West to negotiate alternative contractual terms in relation to payment of, or a refund of, the Governing Body Fees to take into account the consequences of the unforeseen event.

2.2 Procedure for a refund of Governing Body Fees

- a) The Player or their Club must apply for deregistration using the National Online Registration System in accordance with the National Registration Regulations.
- b) Once the deregistration has been received, Football West will:

- (i) authorise the refund of Governing Body Fees to the Player in accordance with this Policy;
- (ii) notify the Player, the Club, and the District Association and/or Competition Administrator of the:
 - a. authorisation for the Club to refund Governing Body Fees minus any Insurance Fees, administration fees and ancillary costs that have been incurred that are to be deducted from the Governing Body Fee refund (as determined by Football West under this Policy) (**Authorised Refund**); and
 - b. the timeframe that the refund must be processed and paid within.
- c) Once notified by Football West, the Club must:
 - (i) Notify the Player of the amount of the Authorised Refund and the time in which it will be paid; and
 - (ii) pay the amount of the Authorised Refund to the Player within the time required by Football West.
- d) Football West may audit any application made by a Club on behalf of a Player for a refund of Governing Body Fees to satisfy itself that the Player is genuinely eligible for a refund.
- e) Clubs or any other person are not permitted to refund any Fees (registration or otherwise) associated with the Governing Body Fees to Players without first following the procedure in paragraph 2.2 of this Policy and before receiving a determination of eligibility for a refund of Governing Body Fees.
- f) Clubs who offer refunds of the Governing Body Fees to Players before requesting and receiving a determination of eligibility from Football West do so at their own risk.

2.3 Participant Fees

a) Refund of Participant Fees

Participants may apply to Football West for a determination of the eligibility of a refund of Participant Fees due to special circumstances. At its sole discretion, Football West may determine exceptional circumstances apply and that a proportionate refund of registration fees is appropriate.

Football West will refund Participant Fees (or parts thereof) in any of the following circumstances:

- (i) as required by law, such as in accordance with state or federal consumer protection legislation;
 - (ii) the participant has not participated in any form of session, activity, course or program;
 - (iii) the participant has not received relevant materials, equipment or consumables for the session, activity, course or program;
- b) Amount of Refund for Participant Fees

There may be circumstances where a full refund of the Participant Fees is not appropriate. In such circumstances a pro rata refund (if any) may be provided, which will take into account whether certain services have already been accessed by the Participant. In such circumstances, the amount of refund will be adjusted for an appropriate and reasonable administration fee and any ancillary costs incurred, such as insurance and apparel, to be determined at Football West's sole discretion.

c) Exceptional circumstances

In the event that a Club, Association or a Participant experiences unforeseen financial hardship due to an event beyond that entity or individual's reasonable control, that they could not reasonably have been expected to have taken into account or overcome, the entity or individual is encouraged to contact Football West to negotiate alternative contractual terms in relation to the Participant Fees to allow for the consequences of the unforeseen event.

d) Procedure for a refund for Participant Fees

There are unique criteria and refund processes for each service provided by Football West which are communicated at the time of registering for the service. Participants should refer the specific registration information for relevant refund criteria and procedures.

2.4 Other Fees

Refunds of other Fees outside of Football Federation Australia and Football West Fees will only be provided in demonstrated exceptional circumstances at Football West's discretion. In such circumstances, the amount of refund will be adjusted for an appropriate administration fee and any ancillary costs incurred, such as insurance and apparel, to be determined by Football West.

2.5 Disruption of Services

Where the provision of a service is disrupted outside of the control of Football West, Football West will seek to re-schedule the service to ensure it is delivered. If the service cannot be delivered in a reasonable time frame, a credit may be issued to be considered on a case by case basis at the discretion of Football West.

2.6 Retrospective Application of this Policy

This Policy will apply to all agreements between Football West and a Participant or entity including those agreements entered into during the Season in which this Policy comes into force. If a Participant or entity is disadvantaged by the terms of this Policy then the terms of the original agreement will remain in force, for the remainder of the Season, to the extent that they are more advantageous than this Policy and the terms of this Policy that are replaced will be deemed ineffective in relation to that agreement. Any agreement affected by this section will be considered terminated at the end of the original period in which this Policy comes into effect, or when a new agreement is made, whichever comes first.

3. Useful Resources

3.1 Statutes, Policies and Other Official Documents

1. <https://consumerlaw.gov.au/>
2. <https://www.ffa.com.au/governance/statutes-and-regulations>
3. [Football Federation Australia's National Refund Policy](#)

4. Internal Reporting and Communication

Football West will develop and implement key performance measures to assess the effectiveness of the Policy.

These measures will be reported upon by the CEO at least annually to the Board for review and any further action.

5. Definitions and Interpretation

Definitions

The following capitalised terms, when not appearing in headings, have the following meanings when used in this Policy.

Association means a body corporate or incorporated Association recognised by Football West as representative of Clubs or Players within a geographic area.

Board means all or some of Directors of Football West acting as a board.

CEO means the Chief Executive Officer.

Chief Operating Officer means the employee of Football West with this title.

Club means:

1. a body corporate or incorporated association recognised by Football West and that organises teams to participate in competitions sanctioned by Football West or FFA; or
2. any legal entity deemed to be a Club by Football West.

Communications Officer means the employee of Football West with this title.

COO means the Chief Operating Officer.

Competition Administrator entity responsible for the conduct and staging of a Competition as defined in the National Registration Regulations.

Competition Administrator Fee means any fee that is charged by a Competition Administrator that is not otherwise part of the Governing Body Fees.

Financial Hardship means unable to meet financial obligations as and when they fall due.

Football Federation Australia's National Refund Policy means the policy published by Football Federation Australia that states Football Federation Australia's position on refunds as amended by the Directors from time to time.

Football West means Football West Limited ACN 109 919 324.

Football West Privacy Policy means the policy published by Football West that states Football West's position on privacy matters as amended by the Directors from time to time.

Football West Social Media Policy means the policy published by Football West that states Football West's position related to material posted online as amended by the Directors from time to time.

Governing Body Fee are the combined fees comprising the National Registration Fee, Member Federation Registration Fee, Insurance fee and the Competition Administrator Fee.

Insurance Fee the premium paid by a member federation to the FFA National Insurance Programme to provide Personal Injury and Association Liability (Public and Products Liability, Professional Indemnity and Management Liability) cover.

Match means any football match played in Western Australia under the auspices of Football West, FFA or an Association or otherwise played under Football West's direction or control.

Member Federation State, territory or regional federation or association governing body as defined in the National Registration Regulations.

Member Federation Registration Fee means the portion of the Registration Fees that are paid to the relevant Member Federation, which in this case will be Football West.

National Registration Fee means the portion of the Registration Fees that are paid to Football Federation Australia.

National Registration Regulations means the regulations published by Football Federation Australia that sets down the regulations related to registration of a participant as amended by the Directors from time to time.

Participant means any person who takes part in Football West Competitions. This includes (but is not limited to) a Player, a coach, a referee, a team manager.

Participant Fee means any fee paid to Football West in exchange for service. This includes (but is not limited to) team entry fees, referee registration fees, training course fees, development programs, representative travel fees but does not include the Governing Body Fees.

Player means any amateur or professional player registered in accordance with the National Registration Regulations.

Policy means this Football West Policy as amended by the Directors from time to time.

Registration Fees means the fees paid by a participant on registration to Football West and Football Federation Australia in order to be registered as a participant within Australia.

Season means the period of time starting with the first Match of a Competition and ending on the last Match of that Competition.

Interpretation

Capitalised terms used in the Constitution bear the same meaning when those terms are used in this Policy. In addition, unless the context otherwise requires:

- headings are for convenience of reference only and do not affect interpretation;
- references to any gender include all genders;
- references to the singular apply to the plural and vice versa;
- references to a person include any other entity recognised by law and vice versa;
- where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- any reference to a paragraph number refers to a paragraph in the same sub-section unless otherwise stated;
- any reference to a person in this document includes its successors and permitted assigns;
- any reference to any agreement or document includes that agreement or document as amended at any time;
- the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated; and

- all monetary amounts are inclusive of GST unless stated otherwise.