



Title	Refund Policy
Doc #	CD006
Version	1
Last Review Date	Oct 2021

Refund Policy

1. Purpose

The purpose of this document is to outline Port Fairy Surf Lifesaving Club's refunds position

2. Scope

This policy applies to all members of Port Fairy Surf Lifesaving Club

3. Policy Statement

3.1. Port Fairy Surf Life Saving Club (LSC) generally offer a 12-month membership which provides members a range of benefits, including but not limited to the ability to participate in LSC surf lifesaving services and activities including insurance, patrols, surf sports, Nippers, training and education programs and social activities as well as the right to access and use Club premises and equipment, in that same year (LSC Services). Members accept the conditions outlined in the SLS Membership form when applying for membership. Membership is a contract between the Member and the LSC, State Centre and SLSA. The LSC has adopted this policy as an additional set of conditions that applies to membership of LSC.

3.2. PLEASE NOTE: Individuals who complete and lodge an application for membership whether on-line or otherwise and such application is accepted become a member of the LSC for the current membership year in the relevant membership category. It is assumed that they will avail themselves of the LSC Services and a refund will generally not be available. This policy applies if the LSC services (or some of them) are generally not unavailable or become unavailable.

3.3. As everyone is aware in 2020 COVID-19 was declared a Worldwide Pandemic. The subsequent management of Australia's response to the pandemic triggered government restrictions on lifesaving activities which has prevented members from participating in lifesaving activities including LSC Services for various periods. The Pandemic and consequent restrictions have caused significant disruption to lifesaving activities and forced the suspension, postponement and cancellation of such activities with the consequent loss or reduction of participation opportunities for members. As all members would be aware, these matters and their effects, are outside any party's control.

3.4. Although at this stage it is unclear what lifesaving activities will be conducted by LSCs in the current summer it is envisaged that LSC will still supply some member benefits. LSCs will use their best endeavours when seeking membership renewals to advise members what benefits will be available and provided. Members will then be free to make their own choice as to whether to re-join or not.

3.5. All Members will be given the opportunity to re-join and continue to support their LSC and to continue to receive the benefits, services and programs offered by LSCs (noting these might be limited). If LSCs are unable to provide a full range of benefits, services and programs members may be eligible for a refund and/or may have the opportunity to transfer their membership to the following season subject to the terms and conditions below:

3.5.1. If the consideration of refunds becomes necessary LSCs may open and close an application process for refunds at the discretion of each LSC.

3.5.2. All members will be notified of the process, including the eligibility criteria and the timing of the process, via their email address in Surfguard or membership contact tracking system.

3.5.3. Members are responsible for completing this application process and providing accurate information to submit a refund claim and enable it to be assessed. Making or completing an application is not confirmation that a member will receive a refund. LSCs will assess each claim to determine eligibility and may request further information from the member before determining if a refund is available. If the further information is not provided LSC may not be able to process the refund.



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3.5.4. A member who does not complete an application will waive their right to a refund once the application process closes.

3.5.5. All applications will be subject to the terms and conditions outlined below.

3.5.6. A parent/guardian may complete the process on behalf of a junior member. All other applications must be completed by the member.

4. Terms and Conditions

4.1. LSC takes no responsibility should an applicant provide or enter incorrect details, including incorrect membership or bank details, during the application process.

4.2. Once complete an application may be withdrawn but cannot be altered.

4.3. Processing fees paid at the time of joining are non-refundable.

4.4. If an LSC determines to issue a refund, funds will be processed to the applicant's nominated bank account as soon as practicable. Given there could be a significant number of transactions this could take some time.

4.5. Should a member receive a full reimbursement and then seek to join again, the member will be entering into a new "agreement" and will be required to purchase a new membership. This will again be subject to processing fees.

4.6. By completing the refund process, where a full refund is requested and issued, the member acknowledges and agrees that the previous membership contract that was in place is terminated and that all rights under that previous contract are waived in regards to accessing LSC member benefits for the relevant membership period. By termination of the previous contract members agree to release LSC from any claims they have or may have had under that contract.

4.7. By completing the process and electing where eligible to transfer their membership to the following season, the member acknowledges and agrees that the previous membership contract that was in place is now terminated and that all rights under that previous contract are waived in regards to accessing LSC member benefits for the relevant membership period. By termination of the previous contract members agree to release LSC from any claims they have or may have had under that contract.

4.8. Where a member elects to pledge their current membership to LSC the member waives all rights to apply for or otherwise seek any reimbursement to which the member may have otherwise been eligible under this Refund Policy.