

Refund Policy

Policy Name: Refund Policy		
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Last Reviewed: March 2026	Next Review: March 2029	
Applicable Legislation: Competition and Consumer Act 2010 (Cth)		
This policy will be reviewed every three years or earlier if required by the organisation. The review will ensure it reflects both the community expectations and all legal requirements.		



Overview

This policy outlines the circumstances under which refunds may be requested for payments made to Volleyball WA via its online systems. It also sets out:

- the process for seeking a refund
- the conditions under which refunds may be approved
- the timeframe for processing approved refunds

This policy has been developed in accordance with the Australian Consumer Law (ACL), which provides consumer guarantees for goods and services but does not require refunds for change-of-mind or voluntary withdrawal from memberships, programs, or competitions.

1. Policy Scope

This policy applies to all:

- members, participants and affiliates
- clubs, schools and partner organisations
- programs, courses, competitions, events and merchandise purchases facilitated or sanctioned by VWA

Refunds processed on behalf of affiliated clubs remain subject to this policy and may incur a VWA administration fee.

2. Principles That Guide Refund Decisions

Refund decisions are guided by the following principles:

2.1 Australian Consumer Law

VWA meets all obligations under the ACL, which requires refunds or remedies where:

- a product is faulty, unsafe, or does not match its description
- a service is not delivered with due care or skill, or is substantially unfit for purpose

The ACL does not require refunds for:

- change of mind
- voluntarily withdrawing from a membership, program or event
- scheduling conflicts or non-attendance

2.2 Consistency and Fairness

Refund rules must be predictable, transparent and applied consistently across all VWA functions.

2.3 Financial Stewardship

Events, competitions and programs incur sunk costs (e.g., venue hire, administration, staffing). Refund decisions must consider these obligations.

2.4 Evidence-Based Decisions

Where refunds rely on exceptional circumstances (e.g., illness or injury), relevant documentation may be required.

3. Membership and Affiliation Fees

Membership and affiliation fees represent access to a suite of benefits and insurance—not a per-use service. Under the ACL, VWA is not required to refund these fees if a member later chooses not to participate.

Refunds will only be provided where:

- a confirmed technical or administrative error occurs during registration; and
- financial loss to the user can be demonstrated (e.g., duplicate debit caused by system error).

Clubs may refund their own club-level component of fees at their discretion but cannot seek reimbursement from VWA unless the refund aligns with the above criteria.

4. Clinics

VWA invests in staffing, scheduling and preparation for all clinics. For this reason:

- Clinics must be cancelled with a minimum of 12 hours' notice; late cancellations will be invoiced in full.
- In the case of adverse weather, the host school or organisation must proactively notify VWA.
- An administration fee applies to all cancellations to offset administrative and preparation costs.

5. Competitions and Events

Competition administration includes venue bookings, scheduling, staffing, fixturing and equipment allocation. Refunds must therefore reflect the point at which VWA has incurred non-recoverable costs.

5.1 General Refund Framework

Unless otherwise stated in specific competition conditions:

- Withdrawals **before** the nomination or withdrawal deadline receive a full refund.
- Withdrawals **after** the deadline result in **forfeiture of all fees**.
- All withdrawals must be submitted **in writing** to VWA.

5.2 WA Volleyball League (WAVL)

Teams who withdraw after specific milestones incur escalating financial responsibilities due to the complexity of the league structure, licensing arrangements and pre-season scheduling.

- Withdrawal after signing the licence → \$500 forfeit fee
- Withdrawal after fixtures are released → loss of all associated fees and retroactive forfeits
- Division-specific rules apply for teams withdrawing close to or within the competitive rounds

WA Volleyball Junior League (WAVJL)

- Withdrawal up to and including Round 2 → \$250 withdrawal fee
- Withdrawal after Round 2 → all nomination fees payable and an administration fee

ATA Beach Tour

- Withdrawals prior to release of the seed list → eligible for refund less administration fee
- Withdrawals after seed list → no refund; team placed last in their grade
- Medical withdrawals require a certificate

School Events (Indoor & Beach)

- Withdrawals before the published deadline (usually aligned with fixture release) → no penalty
- Withdrawals after fixtures are released → loss of full event fee

6. Courses and Workshops

Registrations must be paid in full unless alternative arrangements are agreed in advance.

- Cancellations must be submitted in writing.
- Participants may transfer to another course, transfer their place to another person (with three working days' notice), or request a refund.
- Cancellations within 48 hours of the course commencement are not eligible for refund due to staffing and resource allocation.

Participants may request special consideration for extenuating circumstances, supported by documentation, which should include:

- A medical certificate, clearly covering the days in which the course was to be conducted, or a
- Statutory Declaration providing details of the extenuating circumstances

An administration fee will be charged for all refunds except where ACL obligations apply.

7. Discover Volleyball Programs

Once a program has commenced, refunds are not available, except where serious or exceptional circumstances prevent continued participation (e.g., significant injury or medical condition).

Refund requests must:

- be submitted in writing
- include any relevant supporting evidence

Where a refund is approved, an administration fee may be deducted.

Refunds will not be granted for change of mind, non-attendance or scheduling conflicts.

If VWA or a club cancels a session, participants will be offered one of:

- a make-up session
- a partial refund
- a credit or discount toward a future program

8. State Teams and Development Squads

Participation in State Teams and Development Squads requires VWA to commit to significant upfront costs, including coaching appointments, venue bookings, uniforms, travel arrangements, and competition entry fees. These costs are often incurred well before the program begins and cannot be recovered if a participant withdraws.

To reflect these commitments:

8.1 Deposits

All deposits paid for State Teams and Development Squads are non-refundable under all circumstances.

This applies regardless of:

- the reason for withdrawal
- whether a replacement athlete is found
- the stage of the program

The deposit exists to secure a position and cover irreversible administrative and operational costs.

8.2 Refunds Beyond the Deposit

Requests for refunds on fees other than the deposit must be submitted in writing and will be assessed on a case-by-case basis. Only exceptional circumstances (e.g., significant injury or illness supported by documentation) will be considered.

Where a replacement athlete can be appointed **and** doing so does not create additional cost to VWA, VWA may refund a portion of remaining fees. Any costs already incurred at the time of withdrawal—including uniform costs, travel bookings, coaching allocations, or administrative expenses—will be deducted.

9. Volleyshop – Product Returns and Refunds

VWA adheres to all ACL product guarantees.

A refund, replacement or repair will be offered where a product:

- is faulty or defective
- is not fit for purpose
- does not match its description
- was sold under misleading information
- cannot be supplied as ordered

To be considered for refund or replacement:

- products must be returned within a reasonable timeframe
- items must be unused, undamaged and accompanied by proof of purchase

Refunds are not provided for:

- change of mind
- incorrect orders
- known faults disclosed prior to purchase
- misuse or damage caused by the customer
- issues arising from normal wear and tear

10. VWA-Initiated Cancellations

If VWA cancels a course, program, competition or event, participants may choose:

- a full refund, or
- to transfer the payment to a rescheduled or alternative activity

Where cancellations arise from circumstances beyond VWA's control (e.g., venue closures, severe weather, government directives), VWA may offer alternative solutions rather than automatic refunds.

11. Refund Processing

Refunds are generally processed within 14 days of receiving a complete written request. Refunds are issued using the original payment method and in Australian dollars.

12. Responsibilities

VWA will:

- publish and communicate this policy clearly
- ensure consistency in refund decisions
- train relevant staff and officials on its application

Affiliates, members and participants must:

- comply with this policy
- provide accurate information when requesting refunds
- notify VWA promptly of issues affecting participation

Breaches of this policy may result in action under VWA's Complaints Management Procedure.