

## **Fee and Refund Policy**



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# Pearl Coast Gymnastics Club

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## 1. Introduction

Pearl Coast Gymnastics Club is committed to working responsibly and ethically and all club policies and procedures will reflect this. A refund policy is part of good customer service. This Policy outlines circumstances in which a refund will be made and if any charges are to be deducted.

## 2. Version History

Date	Version	Comments
21/09/2023	1	Policy Published & Approved by Committee;
18/10/2024	1.1	Design Updated in line with update brand guidelines
9/12/2024	2	Updated to accommodate new Parent Portal
5/4/2025	3	Updated, Published and Approved by Committee;

## 3. Definitions

#### 3.1 Refund

Refund refers to the transfer, exchange or reimbursement of monies paid for agreed services, which:

- have not been delivered in the timelines stated;
- did not meet the standard that the customer was led to believe they would;
- don't match the sample and/or demonstration provided; and or
- aren't as they were described.

#### 3.2 Executives

Executives refers to the President, Vice President, Head Coach

#### 3.3 Registration Fees

Fees set out by Pearl Coast Gymnastics Club covering the cost of membership for a yearly period, and fees set out by Gymnastics Western Australia and Gymnastics Australia covering insurance, affiliation, etc.

#### 3.4 Participation Fees

Fees set out by the Pearl Coast Gymnastics Club committee and Administration Team, to be paid on a term-by term basis, or for participation in an event. This does not include membership fees (registration, yearly membership fees,



affiliation, etc), uniform fees, etc, but are not limited to the fees listed here. For example, the fees required to participate in a Holiday Program, Ninja Night or Gym Fun class.

## 4. Policy Application

This policy applies to all services provided by Pearl Coast Gymnastics Club as part of its' daily business operations, undertaken by Executives and/or employees, in their dealings with customers, members and suppliers.

Adoption of this policy will ensure Pearl Coast Gymnastics Club will continue to conduct their business with integrity and in accordance with community and business ethical standards of behaviour.

## 5. Policy Coverage

All activities undertaken by Pearl Coast Gymnastics Club as part of its day-to-day operations including conduct of competitions, events, daily gymnastics lessons, additional programs (i.e. Holiday Programs, Babysitting functions, Ninja Nights, Pay as You Go classes) and related customer services are incorporated. This policy also includes all fees and charges which have been made in relation to any activity, service or other transaction between a customer and Pearl Coast Gymnastics Club.

## 6. Principles

Pearl Coast Gymnastics Club's Refund Policy is characterised by reliance on a number of principles. Adherence to these principles will ensure open and honest communication about our services with our customers, members and suppliers.

These principles include:

- Communicating in plain language to ensure information on our services is clear, accurate and easily understood;
- Ensuring our commitment to providing quality services is implemented by all staff;
- Responding promptly to any concerns with respect to the non-delivery of agreed services;
- Providing an efficient, fair and consistent handling process; and
- Actively encouraging and responding to feedback from our customers, members and suppliers.



## 7. Refund Rules

All Registration Fees are to be paid in full upon registration, including annual affiliation fees, and any other membership fees set out by Pearl Coast Gymnastics Club. Pearl Coast Gymnastics Club does not hold places without full payment of Registration Fees, including Affiliation and membership fees. Registration cancellations will only be accepted in writing, via email, facsimile or post, and will not result in a refund, credit or exchange for Registration Fees.

Pearl Coast Gymnastics Club does not refund Registration Fees under any circumstances.

Pearl Coast Gymnastics Club does not refund Participation Fees except in special circumstances. Refunds may be considered for technical problems associated with the payment of fees. Consideration for a refund must be made in writing to Pearl Coast Gymnastics Club by e-mail to admin@pearlcoastgymnastics.com.au. A decision to offer a refund will be at the discretion of Pearl Coast Gymnastics Club staff and/or Executives.

Refunds will usually be made within 14 days of receiving the refund request. Refunds will be paid in the same tender type as the original payment and in Australian dollars (AU\$).

The following additional rules will apply:

- Non-attendance at training sessions does not qualify a customer or member for a refund, transfer, credit or exchange against fees paid, or any unpaid fees;
- Training fees do not include costs for events, level badges or any uniform items. The fees are applied for the coaching/tuition provided and use of the Club's gymnastics related equipment;
- A non-refundable annual Club membership and governing body registration fee applies, as part of the Registration Fees defined in 3.4. This membership is valid from January 1st to December 31st in the current year; Such fees must be paid at the time of registration to secure your spot, no registrations will be accepted where the required Registration Fees have not been paid.
- Claims for refunds, transfer, credit or exchange will not be considered unless accounts are paid upto-date or in credit; and
- Make-up classes can be arranged for unscheduled cancellations by Pearl Coast Gymnastics Club and will be communicated to you as soon as possible. Non-attendance at an arranged makeup class does not qualify a customer or member for a refund, transfer, credit or exchange. Pearl Coast Gymnastics Club may also issue a credit for any cancellations that have not been factored into fees or that are unscheduled, where we have chosen not to provide a make up class for.
- Members who are unable to attend an event due to extenuating circumstances (i.e. family death, major illness, etc) may write to Pearl Coast Gymnastics Club, and with written evidence may be eligible for a full refund, regardless of notice;
- The debtor/s shall pay for all costs actually incurred by Pearl Coast Gymnastics Club in the recovery of any monies owed under this Agreement. You agree to be liable for and indemnify Pearl Coast Gymnastics Club. These costs include recovery agent costs, repossession costs, location search



costs, process server costs and solicitor costs on a solicitor/client basis, debt collection commission and legal fees on an indemnity basis.

#### 7.1 Requirements to Provide a Refund

To provide a refund, Pearl Coast Gymnastics Club requires the following:

- Receipt/Proof of Payment
  - o This can be a bank statement, or receipt
- Medical Certificate (if applicable)
- Other evidence (if applicable)
- Original method of payment and/or original card used to make the transaction

### 8. Fee Rules and Requirements

#### 8.1 Payment Deadline

All Participation Fees associated with Pearl Coast Gymnastics Club must be paid in full by the end of Week 1 of each term, by the last scheduled day of gymnastics for that week. Some fees for classes or programs may be required to be paid in full online at the time of registration in order to enrol in the desired class or program. Registration Fees are required to be paid at the time of registration.

Where an athlete has been enrolled throughout the term, that is, after the official start date of the term as communicated by Pearl Coast Gymnastics Club, fees must be paid within 2 weeks of the date of enrolment (the date on which an enrolment was submitted or requested). In this instance, Pearl Coast Gymnastics Club will ensure that our payment software reflects the due date. Registration Fees must still be paid at the time of registration.

#### 8.2 Payment Methods

Members can make payments through iClassPro by signing into their account, using a bank account or credit/debit card. At the discretion of the Pearl Coast Gymnastics Club Administration Team, changes may be made to the accepted payment methods provided that cash, credit/debit card and bank account are still permitted. All payments must be made through iClassPro to facilitate the smooth processing and reconciliation of fees.

#### 8.3 Unpaid Fees

If fees are not paid by the stipulated deadline:

A first reminder will be sent on the day after the stipulated deadline, if possible. After the initial reminder is sent, Pearl Coast Gymnastics Club expects a receipt/proof of payment to be sent to to avoid the delays of bank processing and software processing times. Payment Plans can still be requested after the first reminder.



If the fees remain unpaid by at least 72hrs after the first reminder was sent, a second reminder will be sent to the nominated email address and a late charge will be added to the customer's account/invoice (see 8.4 – Late Fees). Once the second reminder has been sent, members/customers are not eligible to apply for a payment plan. This reminder will include the final payment deadline, generally 48hrs after the second reminder is sent. If Pearl Coast Gymnastics Club has still not received full payment, Pearl Coast Gymnastics Club will immediately issue a Notice of Suspension for the unpaid member (See 8.5 – Suspension for Non-Payment)

Pearl Coast Gymnastics Club reserves the right to charge any outstanding fees to the customers on file payment method through iClassPro or the payment gateway, in order to collect the outstanding fees in line with this policy, but not before the specified due date for the fees.

#### 8.4 Late Fees

When a Reminder #2 for outstanding fees has been issued, a \$25 late fee will be added to the customers invoice/account, which must be paid in full along with the members outstanding balance. The late fee will be applied to each athlete who has an outstanding balance. For example: If a family has 2 kids, both of which have an outstanding balance and have been issued with Reminder #2, two \$25 charges will be added to the customers invoice/account, totalling \$50 in late fees.

#### 8.5 Suspension for Non-Payment

If the fees remain unpaid after the final deadline specified in the second reminder:

The member will be suspended from all club activities, including training sessions, competitions, and any other clubrelated events, including but not limited to Holiday Programs, Babysitting Programs, Ninja Nights, End of Year Performances.

The suspension will remain in effect until the outstanding fees are paid in full, along with the late fee (See 8.4 – Late Fees).

Once payment is received, the suspension will be lifted, and the member can resume their activities with the club (See 8.6 – Reinstatement)

#### 8.6 Reinstatement

Members who have been suspended for non-payment and wish to rejoin after settling their fees may be required to meet with the club's administration and/or committee to discuss the reasons for the delay and ensure future commitment to timely payments.

#### 8.7 Queries and Concerns

If a member has any concerns or queries regarding their fees or the payment process, they are encouraged to contact the club's administration as soon as possible. We are committed to understanding our members' individual circumstances and will do our best to assist wherever possible.



## 9. Payment Plans

Pearl Coast Gymnastics Club understands some families and/or members may experience financial hardship or unexpected expenses which prevent you from making full payment by the stipulated deadline. In order to avoid suspensions, such members can submit a Payment Plan Request form available on our website, and on request from our Administration Staff. After submitting and being approved for a payment plan, customer's will not be subject to suspensions or reminders as per section 8.

Payment Plans are only permitted under certain circumstances as defined by Pearl Coast Gymnastics Club, for example, payment plans may not be permitted due to the nature of a program (e.g. Holiday Programs, Ninja Night's etc). Payment Plans do not include Registration Fees.

Pearl Coast Gymnastics Club's Administration Team are responsible for administering payment plans, and in line with this policy, will set the terms of payment plans.

Payment plans are at the discretion of our administration and/or executives, decisions consider:

- Previous contribution to the club
- Previous financial history with the club, and average days to pay
- Previous and/or Current outstanding balances
- Amount of athletes enrolled and being charged for
- Reliability of communication
- Previous payment plans and their outcomes

#### 9.1 Failure to Comply with Payment Plan

Pearl Coast Gymnastics Club reserves the right to issue a suspension notice to a customer should they fail to make a payment for their payment plan or fail to comply with the payment plan contract. We also reserve the right to refer any outstanding payments to a debt collection agency.

## 10. Roles and Responsibilities

#### 10.1 Executives

- Ensure that appropriate administrative procedures are in place for the reporting and handling of refunds and complaints;
- Actively promote the Clubs Refund policy to all staff, customers and suppliers;
- Ensure the key information in the Policy is added to Membership forms or other relevant documents;
- Ensure that appropriate training is provided to all staff so that services are delivered to the standards promoted and/or complaints can be directed to the appropriate management staff;



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  - Respond promptly to any concerns with respect to the non-delivery of agreed services in-line with the Club's refund policy; and
  - Devise and implement strategies to address any on-going issues that result in the non-delivery of agreed services.

#### 10.2 Staff

- Deliver all services to the Club's required standard and in-line with assigned duty statements and employment agreements;
- Alert Senior Management with respect to any agreed services not delivered and the circumstances causing this; and
- Work responsibly and ethically at all times when representing the Club and delivering agreed services.

#### 10.3 Customers/Suppliers

- Report the non-delivery of services to an Executive within a reasonable time; and
- Provide details on the services not received and/or proof of purchase

## 11. Additions and Changes to Policy

Recommended changes to this policy may be submitted Pearl Coast Gymnastics Club's Executives and/or committee for consideration at any time. Should changes be accepted, the policy will be updated, dated and circulated to all relevant stakeholders.

Pearl Coast Gymnastics Club is committed to ensuring all policies are up-to-date and reflect current times, therefore reviews are undertaken annually.

## 12. Confidentiality and Reporting

Pearl Coast Gymnastics Club administration is responsible for implementing this Policy and will work within the legal requirements of the Privacy Act 1988.

# Pearl Coast Gymnastics Club

