



## 2020 Hampton Life Saving Club Membership Refund Policy

Updated 23 September 2020

This policy applies to all members of Hampton Life Saving Club (HLSC). It is based on policy direction received from Life Saving Victoria.

### 1. Policy Statement

- 1.1. HLSC generally offers an annual membership that provides members a range of benefits, including but not limited to the ability to participate in HLSC surf lifesaving 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 for the season. Members accept the conditions outlined in the Surf Life Saving Australia (SLSA) membership form when applying for membership. Membership is a contract between the member and HLSC, Life Saving Victoria and SLSA. HLSC has adopted this policy as an additional set of conditions that apply to membership.
- 1.2. Individuals who complete and lodge an application for membership become a member of HLSC for the current membership year in the relevant membership category. It is assumed that they will avail themselves of the rights and benefits of HLSC membership and a refund will generally not be available.
- 1.3. 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 that prevented members from participating in HLSC activities 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 out of any party's control.
- 1.4. Although at this stage it is unclear what lifesaving activities will be conducted by life saving clubs in the 2020-21 summer, it is envisaged that HLSC will still supply member benefits. HLSC will use our best endeavours when seeking membership renewals to advise members what benefits will



be available and provided. Members will then be free to choose whether to rejoin.

- 1.5. All members will be given the opportunity to rejoin, continue to support HLSC and continue to receive the benefits, services and programs offered, noting these might be limited.
- 1.6. If HLSC is unable to provide the range of benefits, services and programs we expect, members may be eligible for a partial refund and/or may have the opportunity to transfer their membership to 2021, subject to the following terms and conditions:
  - 1.6.1. If the consideration of refunds becomes necessary, HLSC will open and close an application process for refunds at the discretion of our board.
  - 1.6.2. Each member will be notified of the process, including the eligibility criteria and the timing of the process, via their email address in Surfguard, the SLSA membership system.
  - 1.6.3. Members are responsible for completing this application process and providing accurate information to enable a refund claim to be assessed. Making or completing an application is not confirmation that a member will receive a refund. HLSC will assess each claim to determine eligibility and may request further information from the member before determining if a refund is applicable. If the further information is not provided HLSC may not be able to process the refund.
  - 1.6.4. A member who does not complete an application will waive their right to a refund once the application process closes.
  - 1.6.5. All applications will be subject to the terms and conditions outlined below.
  - 1.6.6. A parent or guardian may complete the process on behalf of a junior member. All other applications must be completed by the member.

## 2. Terms and conditions

- 2.1. HLSC takes no responsibility should an applicant provide or enter incorrect details, including incorrect membership or bank details, during the application process.
- 2.2. Once complete, an application may be withdrawn but cannot be altered.
- 2.3. Processing fees paid at the time of joining are nonrefundable.



- 2.4. If HLSC 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.
- 2.5. Should a member receive any 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.
- 2.6. By completing the refund process, where any 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 regarding accessing HLSC member benefits for the relevant membership period. By termination of the previous contract, members agree to release HLSC from any claims they have or may have had under that contract.
- 2.7. By completing the process and electing, where eligible, to transfer your 2020 membership to a 2021 membership, 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 regarding accessing HLSC member benefits for the relevant membership period. By termination of the previous contract, members agree to release HLSC from any claims they have or may have had under that contract.
- 2.8. Where a member elects to pledge their 2020 membership to HLSC, 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.