

NETBALL VICTORIA 2020 GOODWILL REIMBURSEMENT POLICY

Netball Victoria (NV) offered a 12-month (January – December) membership which provides members a range of benefits, including, but not limited to the ability to participate (as a player, coach or umpire) in as many affiliated competitions and programs such as NetSetGo, as they may wish to participate in, in that same year. 2020 Members accepted the conditions outlined in the 2020 Affiliation and Membership policy when completing the 2020 registration process. The 2020 Affiliation and Membership policy is a contract between the Member and NV, setting each party's obligations.

The policy references refunds as follows:

- 10.1. Individuals who complete and lodge an online registration become a financial member for the current year and an assumption is made that they have taken the court either for training or competition purposes. A refund will not be available. Extenuating circumstances may be considered upon request to the Manager of Member Services.*

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 community sport which has prevented NV members in Victoria, NSW and SA from participating in NV netball competitions, programs and activities for various periods. The Pandemic and consequent restrictions have prompted significant disruption to community netball and forced the suspension, postponement and cancellation of many NV Affiliate competitions with the consequent loss or reduction of participation opportunities for members. As all NV members would be aware these matters and their effects are out of any party's control.

The inclusion of many benefits unrelated to playing netball ensures that despite the suspension of community netball, NV is still largely fulfilling its contractual obligations to members. Additionally, NV has worked throughout the COVID affected period to provide additional offerings to Members. Whilst noting the legal position, NV in recognition of the unprecedented nature of 2020, has provided hardship related reimbursements, where members can show personal or household hardship through the presentation of one of the following, demonstrating loss of income:

- Separation Certificate
- Letter from employer
- Letter from accountant or
- Statutory Declaration.

In addition, NV has elected to provide a goodwill reimbursement applicable to 2020 members only. In consideration of the significant impact on netball competitions, programs and activities, a member's application for a refund will be assessed under two (2) categories. Subject to meeting the conditions of the application process, members will be eligible for the reimbursement listed below:

1. A member who has **not participated** in a fixtured game of competition netball or commenced a NetSetGo program in 2020 in a NV Affiliated competition - a full reimbursement of their 2020 NVM.
2. A member who **has participated** one (1) or more fixtured games of competition netball or has commenced a NetSetGo program in 2020 in a NV Affiliated competition - a 50% reimbursement of their 2020 NVM.
3. All Members will be given the opportunity to pledge their membership to NV to continue to deliver the services and programs offered by NV. Members eligible for a full refund will have the opportunity to transfer their membership to 2021, subject to the terms and conditions of this 2020 Goodwill Reimbursement Process.
 - (a) NV will open and close an application process for goodwill reimbursements at the discretion of the organisation.
 - (b) All members will be notified of the application process, including the eligibility criteria and the timing of the process, via the email address in their MyNetball profile.
 - (c) Members are responsible for completing the application process and providing accurate information to enable their claim to be assessed. Making or completing an application is not confirmation that a Member will receive a reimbursement. NV will assess each claim to determine eligibility and may request further information from the member before determining if a reimbursement is applicable. If the further information is not provided NV may not be able to process the reimbursement.
 - (d) A member who does not complete an application will waive their right to a goodwill reimbursement once the application process closes.
 - (e) All applications will be subject to the terms and conditions outlined below.
 - (f) A parent/guardian may complete the process on behalf of an All Abilities, Junior or NetSetGo Member. All other applications must be completed by the member.

Terms and conditions:

1. NV takes no responsibility should an applicant provide or enter incorrect details, including incorrect membership or bank details, during the application process.
2. Once complete an application may be withdrawn but cannot be altered.
3. Processing fees paid at the time of joining are non-refundable.
4. If NV determines to issue a reimbursement, 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.
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.
6. By completing the reimbursement process, where a full reimbursement is requested and issued, the member acknowledges and agrees that the previous membership contract in place is terminated and that all rights under that previous contract are waived in regards to accessing NV member benefits for the relevant membership period. These benefits include but are not limited to personal accident insurance, access to discounts on online learning and other benefits provided to NV members. By termination of the previous contract members agree to release NV from any claims they have or may have had under that contract.
7. By completing the process and electing where eligible to transfer a 2020 membership to a 2021 membership, the member acknowledges and agrees that the previous membership contract in place is now terminated and that all rights under that previous contract are waived in regards to accessing NV member benefits for the relevant membership period. These benefits include but are not limited to personal accident insurance, access to discounts on online learning and other benefits provided to NV members. By termination of the previous contract members agree to release NV from any claims they have or may have had under that contract.
8. 2021 Membership is subject to the Terms & Conditions outlined [here](#): In completing an application, members agree to these terms and conditions.
9. Where a member elects to pledge their 2020 membership to NV the member waives all rights to apply for or otherwise seek any reimbursement to which the member may have otherwise been eligible under the NV Goodwill Reimbursement Policy 2020.