

2021 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. 2021 Members accepted the conditions outlined in the 2021 Affiliation and Membership policy when completing the 2021 registration process. The 2021 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.

After an extremely disrupted 2020 season, community sport had made a solid return in 2021. For most competitions, whilst play has been interrupted at times, seasons have been able to be completed or significant portions of seasons have been played. However, for competitions commencing in the second half of the year, the pandemic and consequent government restrictions have prompted significant disruption to community netball and forced the suspension, postponement and cancellation of some NV Affiliate competitions with the consequent loss or reduction of participation opportunities for members who had registered for these competitions. 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 2020/1, 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, in consideration of the significant impact on semester two netball competitions, programs and activities, NV has elected to provide a goodwill reimbursement option for 2021 members who registered for these competitions. A member who has not, or does not intend to claim insurance for an injury that has already occurred in 2021 may, subject to meeting the conditions of the application process, be eligible for the options listed below:

1. A reimbursement of the membership fee paid (in the instance of a NetSetGo membership the reimbursement will not apply for the participant pack portion of the fee)
2. To transfer their membership to 2022*, subject to the terms and conditions outlined below (Members who elect to transfer their 2021 membership to 2022 will be provided complimentary 2021 membership by Netball Victoria for the remainder of 2021)

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

*NetSetGo members are ineligible for transfer of membership due to the participant pack portion of the fee having already been expended and being non-refundable.

- (a) NV will open and close an application process for goodwill reimbursements at the discretion of the organisation.
- (b) All eligible 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 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 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 2021 membership to 2022, the members acknowledges that their personal information will be loaded into Netball Connect by NV. Further it is the responsibility of the member to activate their account in Netball Connect using the same details entered in this application form to register to an affiliate's competition in 2021 or 2022. This will be at no cost to the member, other fees and charges may apply to enter the affiliates competition. The member acknowledges that they waive all rights to apply for or otherwise seek any reimbursement to which the member may have otherwise been eligible under the 2021 NV Goodwill Reimbursement Policy.
8. 2022 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 2021 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 2021 NV Goodwill Reimbursement Policy.